B 10 Modified (Official Form 10) (12/	11)	1961 be forever barred from recovery,	PADN.
	Y COURT FOR THE SOUTHERN	DISTRICT OF NEW YORK	ROOFOFCLAIM
	GMAC Mortgage, LLC		2-12032
NOTE: This form should not be used	l to make a claim for an administrative expense (otl	per than a claim asserted under 11 U.S.C. § 503(b)(9))) arising after the commencement of the
Name of Creditor (the person or other of	ment of an administrative expense (other than a cla entity to whom the debtor owes money or property):	im asserted under 11 U.S.C. § 503(b)(9)) may be filed	
		nns a corporation Bank of America NA a et al-	Check this box if this claim amends a previously filed
Name and address where notices should	d be sent: NameID: 10995344		claim 7163, 7172, 7310
Walter Olszewski vs Bank of America NA a et al.	America a coporation Bank of Americ	a Home Loans a corporation Bank of	Court Claim 7321
104 W Loma Alta Dr			Number: (If known)
Altadena, CA 91101- 9100	1		Filed on: 1/10/2014
7200	-		Check this box if you are away
Telephone number:	526 798-4422 email:	johnotrin@earthlink.net	that anyone else has filed a proof
Name and address where payment shou	ld be sent (if different from above):		of claim relating to this claim. Attach copy of statement giving
DEODAR EIGHT SO			particulars.
P.O. Box 94355, Pasad			5. Amount of Claim Entitled t
Telephone number: 626 798-44	email:	johnotrin@earthlink.net	Priority under 11 U.S.C.
If all or part of the claim is secured, of If all or part of the claim is entitled to	priority, complete item 5.		§507(a). If any part of the claifalls into one of the following categories, check the box specifying the priority and stathe amount.
		l amount of the claim. Attach a statement that itemize	Domestic support obligations
	f Promissory notes for \$612,000.0	0 tendered on 10/27/2006	under 11 U.S.C. \$507(a)(1)(A) or (a)(1)(B).
(See instruction #2)			☐ Wages, salaries, or
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: N/A	3b. Uniform Claim Identifier (optional):	commissions (up to \$11,725*' earned within 180 days before the case was filed or the
760-8	(See instruction #3a)	(See instruction #3b)	debtor's business ceased.
4. Secured Claim (See instruction #4)			whichever is earlier – 11 U.S.C. §507 (a)(4).
Check the appropriate box if the claim is requested information.	s secured by a lien on property or a right of setoff, a	ttach required redacted documents, and provide the	☐ Contributions to an employee benefit plan — 11 U.S.C. §507
	□Real Estate □ Motor Vehicle Other		(a)(5). Up to \$2,600* of deposits
Describe: \$612,000.00	Annual Interest Rate 8.2507% % OFi	xed ☐Variable	toward purchase, lease, or
	(when case was filed)		rental of property or services for personal, family, or
Amount of arrearage and other charg	es, as of the time case was filed, included in secu	red claim, N/A	household use - 11 U.S.C.
if any: 5	Basis for perfection	11/A	§507 (a)(7). ☐ Taxes or penalties owed to
Amount of Secured Claim: \$_\$2,03	7,653.92 Amount Unsecure	d: SN/A	governmental units – 11U.S.C §507 (a)(8).
supporting such claim.	om the value of any goods received by the Debtor with the goods have been sold to the Debtor in the ordinary (See instruction #6)	course of such Debtor's business. Attach documentation	Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority:
	on this claim has been credited for the purpose of m		\$2,037,653.92
nemized statements of running accounts.	opies of any documents that support the claim, such contracts, judgments, mortgages, and security agre- ments providing evidence of perfection of a security	ements. If the claim is secured, boy 4 has been	* Amounts are subject to
DO NOT SEND ORIGINAL DOCUME	NTS. ATTACHED DOCUMENTS MAY BE DES	TROYED AFTER SCANNING.	adjustment on 4/1/13 and ever 3 years thereafter with respect
If the documents are not available, please	explain: OBJECTIONS TO DEBTO	R'S FIFTY-EIGHTH OMNIBUS	to cases commenced on or
9. Signature: (See instruction #9) Check			after the date of adjustment.
	tor's authorized agent. DI am the trustee, of ower of attorney, if any.)		
(rituen copy or j	their authorized ages (See Bankruptey R		
declare under penalty of perjury that the	information provided in this claim is true and corre		RECEIVED
reasonable belief. Walter Olszew:	ski 11 Afr.	March Mall	a start of day by
Secured Issuer of the	100	1/12/2014	FEB 1 2 2014
Company: Standing and Power	r of Attorney (Signature)	(Date)	

CURTZMAN CARSON CONSULTANTS

ıei

COURT USE ONLY

Telephone number:

Ad104 West Compa Alta Drive, Altadena California 91001

Email:

1212032120824150615002972

626 798-4422

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321 Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337] ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL And INCLUSIVE INVOICE for CASE # 12-12032

Honorable Martin Glenn

Express Mail™ <u>EU 943082179 US</u>

United States Bankruptcy Court for the Southern District of New York Alexander Hamilton Custom House

One Bowling Green, Room 501 New York, New York 10004-1408

PORTUNAN CARSON CONSULTANCS

MORRISON & FOERSTER LLP (Libellees)

1290 Avenue of the Americas New York, New York 10104

(Libellees)

Express Mail™ EU 9430825931 US

Certified Mail 7013 3020 0000 3075 8955

Gary S. Lee Norman S. Rosenbaum (Libellee) (Libellee) (Libellee) Express Mail™ <u>EU 9430825931 US</u> Express Mail™ EU 9430825931 US Express Mail™ EU 9430825931 US

dordan A. Wishnew Jennifer L. Marines Alexandra Steinberg Barrage (Libellee)

(Libellee)

Certified Mail 7013 3020 0000 3075 8955 Certified Mail 7013 3020 0000 3075 8955 Certified Mail 7013 3020 0000 3075 8955

Todd M. Green Lorenzo Marinuzzi

(Libellee) (Libellee)

Certified Mail 7013 3020 0000 3075 8955

Office of the United States Trustee for the Southern District of New York

U.S. Federal Office Building

201 Varick Street, Suite 1006 New York, New York, 10014

Linda A. Riffkin Brian S. Masumoto

Certified Mail 7013 3020 0000 3139 3902 Certified Mail 7013 3020 0000 3139 3896

Office of the United States Attorney General U.S. Department of Justice

950 Pennsylvania Avenue

NW, Washington, DC 20530-0001

US Attorney General, Eric H. Holder, Jr.

Office of the New York State Attorney General

The Capitol

Albany, NY 12224-0341

Nancy Lord, Esq. Enid N. Stuart, Esq.

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Office of the U.S. Attorney for the Southern District of New York

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New York, New York 10007

Joseph N. Cordaro, Esq.

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The ResCap Borrower Claims Trust (Libellees)

Express Mail™ EU 943082616 US

Polsinelli PC

900 Third Avenue, 21st Floor

New York, NY 10022

Daniel J. Flanigan

(Libellee)

Express Mail™ <u>EU 943082616 US</u>

Peter S. Kravitz

(Libellee)

Express Mail™ EU 943082616 US

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

Court Documents were prevented, obstructed, impeded, or interfered and/or never received

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document OBJECTIONS TO FIFTY-EIGHTH OMN PRO OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321 Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337] ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL And INCLUSIVE INVOICE for CASE # 12-12032

Notice to agent is notice to principal; notice to principal is notice to agent.

Affiants States: Comes now Walter Olszewski, Libellant, Issuer of the Credit, a Real Party in Interest, who is neutral in the public, who is unschooled in lawe, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E (8), a restricted appearance, and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in lawe making pleadings and/or complaints shall have the court look to the substance of the pleadings rather in than the form, doe hereby make the following pleadings/ notices in the above referenced matter without waiver of any other defenses.

Affiants States: Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce. An unrebutted affidavit stands as truth in commerce.

An unrebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

In commerce, a lien or claim can be satisfied in any one of three ways.

- · By someone <u>rebutting your affidavit with another affidavit of their own, point by point,</u> until the matter is resolved as to who is correct.
- · You convene a Sheriff's common law jury, based on the Seventh Amendment, concerning a dispute involving a claim of more than \$20. Or, you can use three disinterested parties to make judgment.
- The only other way to satisfy a lien is to pay it.

COPY

PURCOMP CONTROL COMSOLTANCE

AFFIANTS OBJECTIONS TO: NOTICE OF THE RESCAP BORROWER CLAIMS TRUST'S FIFTY-EIGHTH OMNIBUS OBJECTION TO (A) AMENDED AND SUPERSEDED BORROWER CLAIMS; (B) LATE-FILED BORROWER CLAIMS; AND (C) NON-DEBTOR BORROWER CLAIMS in view of the evidence that Libellees, GMAC Mortgage, LLC dba Homecoming Financial, LLC, The ResCap Borrower Claims Trust, MORRISON & FOERSTER LLP, Gary S. Lee, Norman S. Rosenbaum, Jordan A. Wishnew, Jennifer L. Marines, Alexandra Steinberg Barrage, Todd M. Green, Lorenzo Marinuzzi, Joseph Morrow, Daniel J. Flanigan, Peter S. Kravitz and Deanna Horst are in ESTOPPEL BY ACQUIESCENCE: and as a result, there is a JUDGMENT BY ESTOPPEL and an INCLUSIVE INVOICE for CASE # 12-12032. This matter has been agreed and settled in favor for Libellant, Walter Olszewski. Libellees agreed and admitted and settled to all statements and claims made herein by Walter Olszewski, Libellant by TACIT PROCURATION, by simply remaining silent. (See Exhibit A -- ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321)

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE Court Documents were prevented, obstructed, impeded, or interfered and/or never received

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12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document OBJECTIONS TO FIFTY-EIGHTH OMN PROLES DE 1990 ACTIONS CONTRARY TO LAWE OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321 Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337] ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL And INCLUSIVE INVOICE for CASE # 12-12032

Affiants States, Fact: Libellees are now estopped from entering any rebuttal at all as they have forfeited and waived that right by their inaction and an estoppel now constructively exists. This Court has only now to rule on the evidence of fact and lawe submitted by Libellant,. Libellees were uncooperative of the Administrative process having failed to respond to the fact and lawe placed upon the record. They simply offered "general" denials absent the specificity, procedure and clarity, required by lawe. They then proceeded to delay and impede the progress of the action until they were able to violate Due Process of the Libellant, and failing even to recognize its high importance by ignoring the process placed upon its record. (See Exhibit A -- ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321)

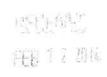
Affiants States, Fact: The evidence that Attorney's, Gary S. Lee, Norman S. Rosenbaum and Jordan A. Wishnew of the Law firm MORRISON &FOERSTER LLP Libellees. CONTINUOUSLY SENT LEGAL COURT DOCUMENTS INTENDED FOR Walter Olszewski TO A WRONGFUL MAILING ADDRESS. (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

(Exhibit C - Morrison & Forester LLP Court Document Notice letter dated January 17, 2014 – This Court Document Notice letter is addressed to a wrongful Zip code 91101 which is located in a different city, Pasadena CA & and two different addressees; Walter Olszewski vs. Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al, which is an ACTION CONTRARY TO LAWE.) (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

(Exhibit B - ResCapClaims Processing Center c/o KCC Proof of Claim Confirmation dated 1/10/2014 – This Court Document Notice Post Card with two different addressees; Walter Olszewski vs. Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al was stamped RECEIVED FEB 03 2014 by IMPERIAL COUNTY TAX COLLECTOR, which is an ACTION CONTRARY TO LAWE.) (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, FACT: Deanna Horst, Chief Claims Officer for Residential Capital, LLC and Mr. Joseph Morrow confirmed that Walter Olszewski did not receive a Notice of Commencement because Lilbellant was first identified in the Schedules and was not listed in KCC's matrix at the time of the service of the Notice of Commencement.

Affiants States, FACT: Mr. Joseph Morrow, Supervisor at KCC neglected to state that KCC is sending Court Documents for Walter Olszewski to the wrong addressees. (Exhibit B - Example -- Walter Olszewski Court Documents was sent to IMPERIAL COUNTY TAX COLLECTOR, which is an ACTION CONTRARY TO



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ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321 Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337] ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL And INCLUSIVE INVOICE for CASE # 12-12032

LAWE.) (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, FACT: Mr. Joseph Morrow, Supervisor at KCC, lead one to believe there was correct service to Libellant, but neglected to state <u>evidence</u> that there is "NO PROOF OF SERVICE" which is an ACTION CONTRARY TO LAWE. (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, FACT: Mr. Joseph Morrow supervisor, KCC neglected to state that PROOF OF CLAIM WAS NOT AMENDED AND THE ZIP CODE WAS NOT UPDATED TO 91001 which is an ACTION CONTRARY TO LAWE. (18 U.S.C.1341, 1343; 18 U.S.C.1519; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, FACT: Mr. Olszewski corrected the address for service via phone conversation with Mr. Jarrel Phillips, a KCC employee, sometime in October / November 2013. Exhibit A ONE COURT CLAIM with Amendments Inclusive of #7163 #7172 #7310 # 7321

Affiants States, FACT: Deanna Horst, Chief Claims Officer for Residential Capital, LLC neglected to state that Walter Olszewski requested permission from the Trustee for case 12-12032 to please include his "Notarized Affidavit of Loss" in support of his "Notarized B-10 as Walter Olszewski was not allocated sufficient time to file. Walter Olszewski included "PROOF OF SERVICE" for his Affidavit to the United States Bankruptcy Court for the Southern District of New York. (see Exhibit A ONE COURT CLAIM with Amendments Inclusive of #7163 #7172 #7310 # 7321)

Affiants States, FACT: Deanna Horst, Chief Claims Officer for Residential Capital, LLC neglected to state the mailing address in their "Books" for Walter Olszewski was to a wrongful location which is an ACTION CONTRARY TO LAWE. (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

COPY

Affiants States, FACT: Deanna Horst, Chief Claims Officer for Residential Capital, LLC neglected or failed to state Libellee agreed, admitted and settled to all statements and claims made herein by Libellant and Libellee is ESTOPPEL BY ACQUIESCENCE for their actions.

Affiants States, FACT: Deanna Horst, Chief Claims Officer for Residential Capital, LLC, lead one to believe there was correct service to Libellant, but neglected and/or failed to state evidence that they do not have "PROOF OF SERVICE" which is an ACTION CONTRARY TO LAWE. (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, Fact: Libellant and Libellee cannot validate what court documents have been sent by Libellee to Libellant due to their wrongful mailing address and cannot validate what addressees received Court Documents. Libellee agreed and

97.23-1425 FEB 1.2.2014 12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document OBJECTIONS TO FIFTY-EIGHTH OMNTOUS OF SPTO ACTIONS CONTRARY TO LAWE OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321 Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337] ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL And INCLUSIVE INVOICE for CASE # 12-12032

admitted that they have <u>"NO PROOF OF SERVICE."</u> (18 U.S.C.1341, 1343; 18 U.S.C.5ec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, Fact: Libellant and Libellees have no way of knowing what specific Court Documents Walter Olszewski ever received that were <u>prevented</u>, <u>obstructed</u>, <u>impeded</u>, <u>or interfered from honest services</u>. (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

"Coe v. Armour Fertilizer Works, 237 U.S. 413, 424 The facts and the law do matter and judicial action by judges or the like must be in accords with those presented to the court. This is to assure due process of law and equal protection of the law".

18 U.S. Code § 1509 - Obstruction of court orders Whoever, by threats or force, willfully prevents, obstructs, impedes, or interferes with, or willfully attempts to prevent, obstruct, impede, or interfere with, the due exercise of rights or the performance of duties under any order, judgment, or decree of a court of the United States, shall be fined under this title or imprisoned not more than one year, or both

It is a federal crime to defraud another of property, when either mail or wire communications are used..., **18 U.S.C. 1341, 1343.** Mail or wire fraud includes... to **defraud another of honest services**... (1) used either mail ...(4) with the intent to deprive another of, (5) either property or honest services... Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations)... an order to pay victim restitution... from the offense.

Scheme or artifice to defraud by depriving another of the intangible right of honest services (18 U.S.C. Sec. 1346)

18 U.S. Code § 1519 Whoever knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States or any case filed under title 11, or in relation to or contemplation of any such matter or case, shall be fined under this title, imprisoned not more than 20 years, or both.

ADMINISTRATIVE REMEDY PROCEDURE



Libellant, by Restricted Appearance and not Generally, has hereby exhausted Libellant's extensive administrative remedies Within the Admiralty ab initio, by Noticing LIBELLEES ET AL.

28 U.S.C. §1333, §1337, §2461 and §2463

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12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document OBJECTIONS TO FIFTY-EIGHTH OMNTBUS OF ORDER OF WAITER OF WAI

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321 Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337] ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL And INCLUSIVE INVOICE for CASE # 12-12032

As an operation of law, Libellant is required to exhaust Libellant's administrative remedies. This Administrative Remedy Within the Admiralty ab initio instrument is cargo as identified Within the Admiralty.

As with any administrative process, Libellees had the right to controvert the statements and/or claims made by Libellant by executing and delivering a verified response point by point, in affidavit form, sworn and attested to, signed by Libellees with evidence in support, to the Libellant at the address exactly as given above. Libellees agreed and admitted to all statements and claims made herein by Libellant by TACIT PROCURATION, by simply remaining silent. (Maxims of Law)

TORTUROUS CLAIM IN EVENT OF FUTURE LITGATION

Affiants States, Fact: In the event of a future litigation, this Affidavit will be used as an admission to the above facts. Libellant furthers request nominal, compensatory, punitive and any other damages that the court deems Just and Proper, inclusive of reasonable compensation for "time" necessarily expended to prosecute this action. Punitive damages are in order due to the Respondents frivolous and non-responsive alleged "answers" to Libellant submissions throughout this emotional ordeal; which directly caused unnecessary delay and the subsequent attempt to Libellant to lose his claim and tie up an overburdened Court. Libellant will be entitled to the forfeiture of the operational and public hazard bond of Libellees, by a torturous claim. In the event of a future litigation the tort claim is Ten (10) times \$ 2,037,653.92 = \$20, 376,539.20) Any and all bonds, assets, of the real parties involved. (See Exhibit A)

Power of Attorney

Affiants States, Fact: Power of Attorney: Libellees agreed with the granting unto Libellant, Walter Olszewski's unlimited Power of Attorney when Libellees, failed by not rebutting "Affidavits". Libellees agreed with the granting unto Libellant, Walter Olszewski any and all full authorization in signing or endorsing Libellant's name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding of Libellees shall not discharge any obligation(s) of this agreement. (See Exhibit A)

ESTOPPEL BY ACQUIESCENCE:

Affiants States, Fact: Libellees admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal. Libellees may not argue, controvert, or otherwise protest the finality of the administrative findings Within the Admiralty in any subsequent process, whether administrative or judicial. (See Exhibit A)

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ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321 Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337] ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL And INCLUSIVE INVOICE for CASE # 12-12032

Affiants States, Fact: Libellees agreed that Libellant is the real party of interest and has STANDING and POWER OF ATTORNEY.

Affiants States, Fact: Affiant has filed only "ONE COURT CLAIM" with amendments Inclusive of Numbers #7163 #7172 #7310 # 7321 and this AFFIDAVIT.

Affiants States, Fact: Walter Olszewski requested permission from the Trustee to please include his "Notarized Affidavit of Loss" in support of his "Notarized B-10 as Walter Olszewski was not allocated sufficient time to file.

Affiants States, Fact: Affiants is the secured Issuer of the credit and TIMELY FILED Notarized Affidavit of Priority Loss in support of Notarize B- 10 by Registered Mail™ and Service of Process to both United States Bankruptcy Court for the Southern District of New York and ResCap Claims Processing Center c/o KCC.

Affiants States, Fact: Affiant accepts 28 U.S.C. 453: The Oaths of justice and Judges.

Affiants States, Fact: Affiant accepts 5 U.S.C. 3331: The Oaths of Offices.

Affiants States, FACT: When no verified Affidavit rebuttal of this "EVIDENTIARY REQUEST" was made in a timely manner, a "Certificate of Non-Response" served as an agreement from the Libellees.

Affiants States, FACT: Libellees confirms that Secured Issuer of the credit, Walter Olszewski, Libellant has priority claim in the amount of \$ 2,037,653.92 through tacit procuration to these DECLARATION Of PROOF OF CLAIM AND PROOF OF LOSS IN AN AFFIDAVIT FORM and the whole matter shall be deemed res judicata and stare decisis.

Affiants States, FACT: The stipulated judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other lawe became <u>JUDGMENT BY ESTOPPEL And INCLUSIVE</u> INVOICE for CASE # 12-12032

Affiants Demands: LIBELLEES to pay Secured Issuer of the credit, LIBELLANT, Walter Olszewski, the priority INVOICE CLAIM in the amount of \$ 2,037,653.92

Affiants States, Fact: In the event of future litigation, Libellees agree to pay torturous claim in the amount Ten (10) times \$ 2,037,653.92 = \$20, 376,539.20.

Affiants Demands: THAT THE HONORABLE JUDGE FIND THE FACTS AND MAKE CONCLUSIONS OF LAWE BASED ON THE EVIDENCE.

· MYTUSS MAIL DIE 12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document Pg 9 of 99

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF Of LOSS IN AN AFFIDAVIT FORM

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321 Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337] ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL And INCLUSIVE INVOICE for CASE # 12-12032

In Witness hereof I walter set my hand/seal/mark; In Witness by Three (3) Notary Public My name is non-negotiable; All rights reserved without prejudice.

> walter: olszewski Libellant, Secured Issuer of the Credit

This document is hereby Notarized Without Wavier or Prejudice as to Rights

JUI	RAT
)	SS.
1	JUI

Subscribed and sworn to before me on February 12,2014

Notary Seal:

Proved to me on her basis of satisfactory evidence to

be the person who appeared before me.



Signature of Notary Public in and for said State
Tarver Tanya Llanes
Printed Name of Notary

MY COMMISSION EXPIRES: MARCH 17, 2016

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

COPY

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See Attached Document (Notary to cross out See Statement Below (Lines 1-6 to be comple	lines 1-6 below) eted only by document signer[s], not Notary)
	-90 5000 0000 0000 0000 0000 0000 0000 0
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
State of California	Subscribed and sworn to (or affirmed) before me
county of Los Hwseles	on this 12h day of February, 20 18 by Date Month Year (1) WALTER OLSZEWSKI
	by Date Month Year (1) WALTER OLSZEWSKI
	(1) WALTER OLSECUSKI
DANNY W. THOMPSON Commission # 1938020	(2) Name(s) of Signer(s)
Notary Public - California Los Angeles County	proved to me on the basis of satisfactory evidence
My Comm. Expires May 23, 2015	to be the person(s) who appeared before me
	1 the h
Place Noton, Soul Above	Signature of Notary Public
Place Notary Seal Above	
	OPTIONAL -
Though this section is optional, completing or fraudulent reattachment of	this information can deter alteration of the document this form to an unintended document.
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	Number of Pages:
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Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
State of California	Subscribed and sworn to (or affirmed) before me
County of Wish ANACLOS	on this 12th day of FWYWAWY, 20 14, by Date Month Year
M. J. BARAJAS Commission # 1935618 Notary Public - California Los Angeles County My Comm. Expires May 8, 2015	Name(s) of Signer(s) proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Place Notary Seal Above	SignatureSignature of Notary Public
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	his information can deter alteration of the document this form to an unintended document.
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Document Date: Abruary 12 201	Number of Pages:
Signer(s) Other Than Named Above:	

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DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM
ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE; and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032

NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT PROOF OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Affiant, a Duly Commissioned Notary Public, as a third party with no interest in the matter, merely for the sole purpose of certifying a response or lack thereof, and at the request of Walter Olszewski mailed and delivered to:

February 12, 2014

Honorable Martin Glenn Express Mail™ <u>EU 943082179 US</u>
United States Bankruptcy Court for the Southern District of New York
Alexander Hamilton Custom House
One Bowling Green, Room 501
New York, New York 10004-1408

MORRISON & FOERSTER LLP 1290 Avenue of the Americas New York, New York 10104

Gary S. Lee
Norman S. Rosenbaum
Jordan A. Wishnew
Jennifer L. Marines
Alexandra Steinberg Barrage
Todd M. Green

Todd M. Green Lorenzo Marinuzzi Express Mail™ <u>EU 9430825931 US</u> Certified Mail 7013 3020 0000 3075 8955

Express Mail™ EU 9430825931 US
Express Mail™ EU 9430825931 US
Express Mail™ EU 9430825931 US
Certified Mail 7013 3020 0000 3075 8955

Office of the United States Trustee for the Southern District of New York

U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York, 10014

Linda A. Riffkin Brian S. Masumoto Certified Mail 7013 3020 0000 3139 3902 Certified Mail 7013 3020 0000 3139 3896

Office of the United States Attorney General U.S. Department of Justice

950 Pennsylvania Avenue NW, Washington, DC 20530-0001

US Attorney General, Eric H. Holder, Jr. Certified Mail 7013 3020 0000 3139 3889

Office of the New York State Attorney General The Capitol

Albany, NY 12224-0341

Nancy Lord, Esq. Enid N. Stuart, Esq. Certified Mail 7013 3020 0000 3139 3872 Certified Mail 7013 3020 0000 3139 3865

Office of the U.S. Attorney for the Southern District of New York

One St. Andrews Plaza New York, New York 10007 Joseph N. Cordaro, Esq.

Certified Mail 7013 3020 0000 3139 3858

The ResCap Borrower Claims Trust Express Mail™ <u>EU 943082616 US</u> Polsinelli PC

900 Third Avenue, 21st Floor New York, NY 10022

Daniel J. Flanigan Peter S. Kravitz Express Mail™ <u>EU 943082616 US</u> Express Mail™ <u>EU 943082616 US</u> COPY

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT
OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE
Court Documents were prevented, obstructed, impeded, or interfered and/or never received

PROOF OF SERVICE

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

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DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM
ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE; and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032

RE: DECLARATION OF AFFIDAVIT OF OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE UNDER NOTARY PRESENTMENT
RE: DECLARATION OF AFFIDAVIT OF OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM UNDER NOTARY PRESENTMENT

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321 [28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

And INCLUSIVE INVOICE for CASE # 12-12032

ALL WITNESS BY THREE (3) NOTARY PUBLIC and PROOF OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the instructions of the Authorized Representative of the undersigned Issuer of the credit on the attached DECLARATION OF AFFIDAVIT OF OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE UNDER NOTARY PRESENTMENT and DECLARATION OF AFFIDAVIT OF OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM UNDER NOTARY PRESENTMENT, ALL WITNESS BY THREE (3) NOTARY PUBLIC and PROOF OF SERVICE.

I am certifying the delivery of said presentment with a demand for your performance in responding to me to certify your response. Your response must be complete in responding point for point, and a copy of your response should also be provided to the undersigned authorized representative of the Issuer of the credit. All responses must be sent via Certified Mail. All responses by any other means will be deemed and certified as a non-response.

The records provided herein comprise a complete and exclusive statement of the agreement of the parties, and represent to the best of my knowledge the course of dealing, course of performance, and usage of trade between the parties and thereby constitute prima facie evidence of the instruments own authenticity and genuineness and of the facts stated in the instruments. The records are private and proprietary and are to be kept confidential so as not too prejudice the rights and interests of the Issuer of the credit.

This observation in facilitation of international commerce should not be deemed a power of attorney or the practice of law. The undersigned Notary Public witness is merely a duty-bound messenger.

Now I, <u>Tanya Llanes Tarver</u>, Notary Public, am sending this due presentment to you to notify you, pursuant to Instructions by Walter Olszewski. Authorization to do so is provided herein. Non-performance will be certified in the nature of RCW 42 .44.080, RCW 42.44.010, RCW62A.3.505, and RCW 62A.3.504.

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT
OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE
Court Documents were prevented, obstructed, impeded, or interfered and/or never received



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DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

RECEIVED FEB 1 2 2014

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM
ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 #7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

KURTZMÁRI CÁRROR CONSULTANTE

[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE; and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032

This record certifies that the above document was delivered via Express Mail™ and or Certified Mail by placing same in a postage paid envelope properly addressed to Recipient(s) at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the-State of California.

All replies must be made by certified mail addressed as follows to the correct addressee and to both correct locations:

Walter Olszewski c/o Tanya Llanes Tarver, Notary Public P.O. BOX 50202 Pasadena, California 91105

Walter Olszewski 104 West Loma Alta Drive Altadena, California 91001-3933

All other replies will be certified as a non-response, and in dishonor.

February 12,2014

Awaiting your timely response, Regards,

STATE OF CALIFORNIA)
COUN'T'Y OF LOS ANGELES)

COPY

I certify under the penalty of perjury under the laws of the state of California the forgoing is true and correct, WITNESS MY HAND.

TANYA LLANES TARVER COMM. # 1972366 UD ANGELES COUNTY MY COMM. EAP. MAR. 17, 2016

Tanya Llanes Tarver, Notary Public

My Commission expires: MARCH 17, 2014

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

Court Documents were prevented, obstructed, impeded, or interfered and/or never received



Search All KCC Court Documents





Corporate Restructuring: Active Cases: Residential Capital, LLC et al.

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FAQs for Notice of Bar					

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Residential Capital, LLC et al. Search Results Debtor(s): All Debtors Creditor Name: Begins With "walter olszewski" Claim Amount Type: Filed Claim Amount

Date Claim Filed	Claim No.	Name	Filed Claim Amount	Filed Claim Nature	Debtor	PDF
9/3/2013	7163	Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al.	\$612,000.00	Secured	GMAC Mortgage, LLC	<u>Y</u> (1166 k)
9/9/2013	7172	Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al	\$612,000.00	Secured	GMAC Mortgage, LLC	<u>Y</u> (1261 k)
1/10/2014	7321	Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al.	\$2,037,653.92	Secured	GMAC Mortgage, LLC	<u>Y</u> (2136 k)
11/18/2013	7310	Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al.	\$2,037,653.92	Secured	GMAC Mortgage, LLC	<u>Y</u> (1360 k)

content included in the website or in the results of any search made on this site without seeking legal counsel on the particular facts and circumstances at issue from a licensed attorney. All search results provided through this website are qualified in their entirety by the official register of claims and the Schedules of Assets and Llabilities ("Schedules") filed in the bankruptcy case/s of the debtor/s

This website is maintained for the public's convenience and for informational purposes only. Users of this website should not take or refrain from taking any action based upon

Without limiting the generality of the foregoing, any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission that such amounts are not "disputed", "contingent", or "unliquidated". Further, each debtor reserves the right to amend their Schedules and Statements of Financial Affairs as necessary and appropriate. Debtors further reserve the right to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated"

Kurtzman Carson Consultants Terms of Use Privacy Statement

EXHIBIT A



ONE COURT CLAIM With Amendments Inclusive Numbers #7163, #7172 **#7310, #7321**

FEB 1 2 2014

Exhibit B

ResCap Claims Processing Center c/o KCC 2335 Alaska Ave El Segundo, CA 90245 FIRST CLASS
US POSTAGE PAID
EL SEGUNDO CA
PERMIT NO. 45049

Kun .

Walter Olszewski vs Bank of America a coporation
Bank of America Home Loans a corporation
Bank of America NA a et al
104 W Loma Alta Dr
Altadena, CA 91001

PROOF OF CLAIM CONFIRMATION

Your proof of claim filed against GMAC Mortgage, LLC, case no 12-12032 was received on 1/10/2014 and assigned claim number 7321

For more information, please visit www.kccllc.net/rescap or call 1-888-251-2914





Residential Capital, LLC c/o KCC 2335 Alaska Ave El Segundo, CA 90245

000001

Exhibit C
Page 1 of 4

PRF # 63346*** Case No.: 12-12020 Svc: 3

PackID: 1 NameID: 10995344

Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al 104 W Loma Alta Dr Altadena, CA 91101



THIS IS A NOTICE REGARDING YOUR CLAIM. YOU MUST READ IT AND TAKE ACTION IF YOU DISAGREE WITH THE OBJECTION.

UNITED STAT	ES BANKRI	JPTCY	COURT
SOUTHERN DI	STRICT OF	NEW Y	YORK

Exh		b	Ì	t		1
	P	ado	e :	2 (of	2

In re:)	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,)	Chapter 11
Post Effective Date Debtors.)	Jointly Administered

NOTICE OF HEARING ON THE RESCAP BORROWER CLAIMS TRUST'S FIFTY-EIGHTH OMNIBUS OBJECTION TO (A) AMENDED AND SUPERSEDED BORROWER CLAIMS, (B) LATE-FILED BORROWER CLAIMS, AND (C) NO LIABILITY - NON-DEBTOR BORROWER CLAIMS

Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al

	Reason for Disallowance			
Claim No(s); Date Filed	Debtor	Classification	Amount	
		Administrative Priority	N/A	7711 1
7172		Administrative Secured	N/A	Late-Filed Claims
	GMAC Mortgage,	Secured	\$612,000.00	
09/09/13	EDC	Priority	N/A	
		General Unsecured	N/A	
	Proposed Claim(s) to b	e Disallowed and Expu	nged	Reason for Disallowance
Claim No(s); Date Filed	Debtor	Classification	Amount	
		Administrative Priority	N/A	T . F''
7163	OLG CAG	Administrative Secured	N/A	Late-Filed Claims
	GMAC Mortgage, LLC	Secured	\$612,000.00	0.63.1115
	L LIA		NI/A	
09/03/13	220	Priority	N/A	



PLEASE TAKE NOTICE that, on January 17, 2014, the ResCap Borrower Claims Trust (the "Trust"), as successor in interest to the Debtors' in the above-captioned Chapter 11 cases, filed its Fifty-Eighth Omnibus Objection to Late-Filed Borrower Claims (the "Objection") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The basis for the claim objection applicable to you is identified in the table above in the column entitled "Reason for Disallowance".

The Objection requests that the Bankruptcy Court disallow and expunge one or more of your claims listed above under PROPOSED CLAIM(S) TO BE DISALLOWED AND EXPUNGED on the ground that the claim(s) is a Late-Filed Borrower Claim. Any claim that the Bankruptcy Court expunges and disallows will be treated as if it had not been filed and you will not be entitled to any distribution on account thereof.

If you do NOT oppose the expungement and disallowance of your claim(s) listed above under PROPOSED CLAIM(S) TO BE DISALLOWED AND EXPUNGED, then you do NOT need to file a written response to the Objection and you do NOT need to appear at the hearing.

If you DO oppose the expungement and disallowance of your claim(s) listed above under PROPOSED CLAIM(S) TO BE DISALLOWED AND EXPUNGED, then you MUST file with the Bankruptcy Court and serve on the parties listed below a written response to the Objection that is received on or before 4:00 p.m. Prevailing Eastern Time on February 17, 2014 (the "Response Deadline").

Your response, if any, must contain at a minimum the following: (i) a caption setting forth the name of the Bankruptcy Court, the names of the Debtors, the case number and the title of the Objection to which the response is directed; (ii) the name of the claimant and description of the basis for the amount of the claim; (iii) a concise statement setting forth the reasons why the claim should not be disallowed or expunged, for the reasons set forth in the Objection, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the Objection; (iv) all documentation or other evidence of the claim, to the extent not included with the proof of claim previously filed with the Bankruptcy Court, upon which you will rely in opposing the Objection; (v) the address(es) to which the Trust must return any reply to your response, if different from that presented in the proof of claim; and (vi) the name, address, and telephone number of the person (which may be you or your legal representative) possessing ultimate authority to reconcile, settle, or otherwise resolve the claim on your behalf.

The Bankruptcy Court will consider a response only if the response is timely filed, served, and received. A response will be deemed timely filed, served, and received only if the original response is actually received on or before the Response Deadline by (i) the chambers of the Honorable Martin Glenn, One Bowling Green, New York, New York 10004, Courtroom 501; (ii) Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104, Attn: Gary S. Lee, Esq., Norman S. Rosenbaum, Esq. and Jordan A. Wishnew, Esq., attorneys for the

Page 3 of 4

Exhibit C

1

A list of the debtors in these Chapter 11 cases (the "Debtors"), along with the last four digits of each Debtor's federal tax identification number, is available on the Debtors' website at http://www.kccllc.net/rescap.

ResCap Borrower Claims Trust; and (iii) ResCap Borrower Claims Trustee, Polsinelli PC, 900 Third Avenue, 21st Floor, New York, NY 10022, Attn: Peter S. Kravitz and Daniel J. Flanigan.

A hearing will be held on March 11, 2014 to consider the Objection. The hearing will be held at 10:00 a.m. Prevailing Eastern Time in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, Courtroom 501. If you file a written response to the Objection, you should plan to appear at the hearing. The Trust, however, reserves the right to continue the hearing on the Objection with respect to your claim(s). If the Trust does continue the hearing with respect to your claim(s), then the hearing will be held at a later date. If the Trust does not continue the hearing with respect to your claim(s), then a hearing on the Objection will be conducted on the above date.

Whether or not the Bankruptcy Court disallows or expunges your claim(s) listed above under PROPOSED CLAIM(S) TO BE DISALLOWED AND EXPUNGED, the Trust has the right to object on other grounds to the claim(s) (or to any other claims you may have filed) at a later date. You will receive a separate notice of any such objections.

You may participate in a hearing telephonically provided that you comply with the Bankruptcy Court's instructions, which can be found on the Bankruptcy Court's website at www.nysb.uscourts.gov.

If you wish to view the complete Objection, you can do so on the Bankruptcy Court's electronic docket for the Debtors' chapter 11 cases, which is posted on the internet at www.nysb.uscourts.gov (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov), or for free at http://www.kccllc.net/rescap. If you have any questions about this notice or the Objection, or if you would like to request a complete copy of the Objection at the Trust's expense, please contact the Debtors' approved claims agent Kurtzman Carson Consultants, LLC at (888) 926-3479. CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

DATED:

January 17, 2014 New York, New York

MORRISON & FOERSTER LLP

1290 Avenue of the Americas New York, New York 10104 Telephone: (212) 468-8000 Facsimile: (212) 468-7900 Gary S. Lee Norman S. Rosenbaum Jordan A. Wishnew

ATTORNEYS FOR THE RESCAP BORROWER CLAIMS TRUST The 12 days

Exhibit C
Page 4 of 4

O COPY

Creditor Data -- 1/24/16/20/20/4/mg Ban Doc no 6504 cop Filed 10/2/16/4/ca H Enterect 02/16/9/16/4a1k1o142/00 NAMain Document 1/14 5:17 PM Pg 21 of 99

Creditor Data for Claim Number 7321

Help

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Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al

104 W Loma Alta Dr Altadena, CA 91001 Date Claim Filed: 1/10/2014

Claim #: 7321

PDF: View Claim (2136 k)

Debtor Name: GMAC Mortgage, LLC Debtor Case Number: 12-12032

	Schedule Amount	C.	U'	D*	Filed Claim Amount	Present Claim Amount
GU						
PRI						
SEC					\$2,037,653.92	\$2,037,653.92
AP						
AS						
TOTALS					\$2,037,653.92	\$2,037,653.92

"C=Contingent, U=Unliquidated, D=Disputed

Tra	nsfer	History	,

Date Filed	Date Effective	Transfer Type	Transferor	Transferee	Status
No records found					

Objection History

Date Created	Name	Basis	Status
No records found			

Claim Withdrawal History

Date Filed	Docket Number	Document Name	File Size
No records found			

Stipulation History

Date Filed	Docket Number	Document Name	File Size
records found			

This website is maintained for the public's convenience and for informational purposes only. Users of this website should not take or refrain from taking any action based upon content included in the website or in the results of any search made on this site without seeking legal counsel on the particular facts and circumstances at issue from a licensed attorney. All search results provided through this website are qualified in their entirety by the official register of claims and the Schedules of Assets and Liabilities ("Schedules") filed in the bankruptcy case/s of the debtor/s.

Without limiting the generality of the foregoing, any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission that such amounts are not "disputed", "contingent", or "unliquidated". Further, each debtor reserves the right to amend their Schedules and Statements of Financial Affairs as necessary and appropriate. Debtors further reserve the right to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated".

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document Pg 22 of 99

The Debtor has listed your claim as Contingent, Unliquidated, and Disputed on Schedule F as a General Unsecured claim in the amount of \$0.00. You MUST timely file a Proof of Claim or you will be forever barred from recovery.

001KC9902_51765-5_domestic_21/030037/18/0218

United States Bankruptc	COURT FOR THE SOUTHER	N DISTRICT OF NEW YORK	PROOF OF CLAIM
Name of Debtor:	GMAC Mortgage, LLC	Case Number: 12-	12032
NOTE: This form should not be used	d to make a claim for an administrative expense	tother than a claim asserted under 11 U.S.C. § 503(b)(9)) claim asserted under 11 U.S.C. § 503(b)(9)) may be filed	arising after the commencement of the
ame of Creditor (the person or other o	entity to whom the debtor owes money or proper	ıy):	Theck this box if this claim
tame and address where notices should	d be sent: NameID: 10995344	Loans a corporation Bank of America NA a et al	amends a previously filed claim.
	America a coporation Bank of Ame	erica Home Loans a corporation Bank of	Court Claim Number: 7310
tmerica NA a et al 04 W Loma Alta Dr		L	(If known)
Altadena. CA TIM 9100		T Date Stamped Copy Returned 1 No self addressed stamped envelope	Filed on: 11/18/2013 Theck this box if you are award
elephone number:	e	Ino copy to return	that anyone else has filed a proof
ame and address where payment shou	ild be sent (if different from above):		of claim relating to this claim. Attach copy of statement giving
DEODAR EIGHT SO P.O. Box 94355, Pasad			particulars.
elephone number: 626 798-44	*	il: johnotrin@earthlink.net	5. Amount of Claim Entitled to Priority under 11 U.S.C.
020 770-4-1		JOHNSON LEA COMMITTALISMENT	§507(a). If any part of the clain falls into one of the following
1. Amount of Claim as of Date Cas: If all or part of the claim is secured, co If all or part of the claim is entitled to	•	00 = \$2,037,653.92	categories, check the box specifying the priority and state the amount.
Check this box if the claim include:	s interest or other charges in addition to the prin-	cipal amount of the claim. Attach a statement that itemizes	Domestic support obligations
interest or charges. 8.2507	% f Promissory notes for \$612,00		under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
(See instruction #2)			☐ Wages, salaries, or
Last four digits of any number by hich creditor identifies debtor:	3a. Debtor may have scheduled account as:	3b. Uniform Claim Identifier (optional):	earned within 180 days before the case was filed or the
760-8	(See instruction #3a)	(See instruction #3b)	debtor's business ceased, whichever is earlier - 11
Secured Claim (See instruction #4) heek the appropriate box if the claim is quested information.	s secured by a lien on property or a right of seto	ff. attach required reducted documents, and provide the	U.S.C. §507 (a)(4). C) Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).
	□Real Estate □Motor Vehicle □Other		☐ Up to \$2,600* of deposits
escribe: alue of Property \$612,000.00	Annual Interest Rate 8.2507 %	DFixed DVariable	toward purchase, lease, or rental of property or services
mount of arrearage and other charg	(when case was filed) ges, as of the time case was filed, included in s	N/A	for personal, family, or household use – 11 U.S.C. \$507 (a)(7).
any: \$	Basis for perfe	rtion:	☐ Taxes or penalties owed to
mount of Secured Claim: \$_\$2,03	37,653.92 Amount Unsec	nured: S	governmental units - HU.S.C. §507 (a)(8).
			Other - Specify applicable
Claim Pursuant to 11 U.S.C. § 503(b)) dicate the amount of your claim arising from mencement of the above case in Ahicl pporting such claim.	rom the value of any goods received by the Debtor	within 20 days before May 14, 2012, the date of mary course of such Debtor's business. Attach documentation	paragraph of 11 U.S.C. §507
5	(See instruction #6)		Amount entitled to priority:
		of making this proof of claim. (See instruction #7)	\$2,037,653.92
mized statements of running accounts	contracts, judgments, mortgages, and security	such as promissory notes, purchase orders, invoices, agreements. If the claim is secured, box 4 has been unity interest are attached, tSec instruction #8, and the	* Amounts are subject to
	ENTS ATTACHED DOCUMENTS MAY BE L	DESTROYED AFTER SCANNING	adjustment on 4/1/13 and every 3 years thereafter with respect
If the documents are not available, please explain: JUDGMENT BY ESTOPPEL WITH A LIEN AGAINST DEBTOR to cases commenced on or			
Signature: (See instruction #9) Check			after the date of adjustment.
		toe, or the debtor, or II i am a guarantor, surety.	
		agent. indorser, or other codebtor, cy Rule 3004.) (See Bankruptcy Rule 3005.) correct to the best of my knowledge, information, and	RECEIVED
asonable belief. Walter Olszew	yski //	He Dham Silve	JAN 1 0 2014
ide: Secured Issuer ompany:	of the Credit (Signature)	(Date)	KURTZMAN CARSON CONSULTAN
ddress and telephone number (if differ 104 West Loma Alta I	ent from notice address above. Drive, Altadena California	91001	UNICIAINIA CHILODIA COMODITIMA
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ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT A FINAL EXPRESSION IN A RECORD

It is hereby certified, that on the date noted below, the undersigned Affiant, a Duly Commissioned Notary Public, as a third party with no interest in the matter, merely for the sole purpose of certifying a response or lack thereof, and at the request of Libellant, Walter Olszewski, signed and Witness by Three (3) Notary, mailed and delivered to:

Gary S. Lee, Lorenzo Marinuzzi, Todd M. Green, Alexandra Steinberg Barrage, Jennifer L. Marines: MORRISON & FOERSTER LLP

1290 Avenue of the Americas New York, New York 10104

RE: DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM NOTICE OF DECLARATION OF NON-RESPONSE UNDER NOTARY SEAL.

CASE # 12-12032, COURT CLAIM # 7163,7172 and 7310 (All the same Claim)

ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE

[Registered Mail™ RE 068 418 775 US]

Date: January 10.2014

Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An unrebutted affidavit stands as truth in commerce.

An unrebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit. It is tax fraud to use Courts to settle a dispute/controversy which could be settled peacefully outside of or without the Court.

CERTIFICATE OF NON-RESPONSE

RECEIVED

COMMERCIAL OATH AND VERIFICATION

JAN 1 0 2014

COUNTRY OF LOCANOCLES	,	KURTZMAN CARSON CONSU	<u>LTANTS</u>
COUN'T'Y OF LOS ANGELES))	Commercial Oath and Verification	
STATE OF CALIFORNIA)		

Page | 1 DEMAND FOR PERFORMANCE -- DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY SEAL

Libeliee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

I, Tanya Llanes Tarver, Notary Witness states under her Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and certain that Libellant, Walter Olszewski has not received an answer to his administrative notices.

- 1. FACT: BANK OF AMERICA, BANK OF AMERICA HOME LOANS, BANK OF AMERICA, N.A., BAC HOME LOANS SERVICING LP; COUNTRYWIDE HOME LOANS, T.D. SERVICE COMPANY, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, WELLS FARGO BANK, NA. GMAC MORTGAGE. et al., failure to cure constituted, as an operation of law, the FINAL admission by Libellees through tacit procuration to the statements, claims and answers to the inquires provided. Said statements, claims and answers to inquire shall be deemed RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL binding on Libellees. Based upon the Libellee(s) default to Libelant's amended petition of International Commercial Claim within the Admiralty Administrative Remedy, Registered Mail™ RE 778 831 138 US and Case No. GCO49295 Libellees may not argue, controvert, or otherwise protest the administrative findings entered thereby in any subsequent administrative or judicial proceedings. Original Filed July 6, 2012, Los Angeles Superior Court.
- 2. The Notary Witness certifies a NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY, dated August 29, 2013, was Process Served, hereinafter "ICC", along with an Affidavit notarized and duly recorded by me, were received by ResCap Claims Processing Center c/o KCC on September 3, 2013, 12:42 pm, evidenced by PROOF OF SERVICE by All-N-One Legal Support, INC. Libellant and I have received no response by MORRISON & FOERSTER LLP and/or Residential Capital, LLC.
- 3. The Notary Witness certifies a NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY FILE No. [Registered Mail™ RA 329754703 US] dated August 29, 2013, hereinafter "ICC", along with an Affidavit of Mailing both notarized and duly recorded by me, were received by ResCap Claims Processing Center c/o KCC on September 4, 2013, 9:19 am, evidenced by USPS Tracking™. Libellant an property in the control of the contro have received no response by MORRISON & FOERSTER LLP and/or Residential Capital, LLC. JAN 1 0 2014
- 4. The Notary Witness certifies a NOTICE OF INTERNATIONAL COMMERCIAL CARSON CONSULTANTS CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY File No. [Registered Mail™ RA 329754717 US] dated August 29, 2013, hereinafter "ICC", along with an Affidavit of Mailing both notarized and duly

Page | 2 DEMAND FOR PERFORMANCE ---DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY SEAL

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY PRESENTMENT NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY [28 U.S.C. §§ 1333, 1337] ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

CASE # 12-12032 COURT CLAIM# 7163, 7172 & 7310 recorded by me, were received by United States Bankruptcy Court for the Southern District of New York on September 9, 2013, 1:53 pm, evidenced by USPS Tracking™. Libellant and I have received **no response** from MORRISON & FOERSTER LLP and/or Residential Capital, LLC.

- 5. The Notary Witness certifies a NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY dated August 29, 2013, was Process Served, hereinafter "ICC", along with an Affidavit of Mailing both notarized and duly recorded by me, were received by United States Bankruptcy Court for the Southern District of New York on September 10, 2013, 1:13 pm, evidenced by PROOF OF SERVICE by All-N-One Legal Support, INC. Libellant and I have received no response from MORRISON & FOERSTER LLP and/or Residential Capital, LLC.
- 6. The Notary Witness certifies a NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY, (amended), ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE dated November 18, 2013, was Served, hereinafter "ICC", along with an Affidavit notarized and duly recorded by me, were received by ResCap Claims Processing Center c/o KCC on November 18, 2013, evidenced by stamped RECEIVED NOV 18,2013 KURTZMANCARSONCONSULTANTS. Libellant and I have received no response by MORRISON & FOERSTER LLP and/or Residential Capital, LLC.
- 7. The Notary Witness certifies a NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY, (amended), ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE File No. [Registered Mail™ RA 329 755 465 US] dated November 18, 2013, hereinafter "ICC", along with an Affidavit of Mailing both notarized and duly recorded by me, were received by MORRISON &FOERSTER LLC on November 25, 2013, 3:18 pm, evidenced by USPS Tracking™. Libellant and I have received no response from MORRISON & FOERSTER LLP and/or Residential Capital, LLC.
- 8. The Notary Witness certifies that a NOTICE OF DEFAULT AND DISHONOR AND 3 DAY OPPORTUNITY TO CURE, ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE dated December 19, 2013 along with an Affidavit of notarized and duly recorded by me, were received by ResCap Claims Processing Center c/o KCC on December 20, 2013, evidenced by stamped RECEIVED DEC 20, 2013 KURTZMANCARSONCONSULTANTS. Libellant and I have received no response by MORRISON & FOERSTER LLP and/or RESIDENTIAL CAPITAL DECEMBER.

Page | 3 DEMAND FOR PERFORMANCE -- DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTART SEAL

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

- 9. The Notary Witness certifies that a NOTICE OF DEFAULT AND DISHONOR AND 3 DAY OPPORTUNITY TO CURE, ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE, File No. [Registered Mail™RA 329 755 828 US] dated December 19, 2013 and File No. Registered Mail™RE 589 683 284 US] dated December 19, 2013 along with an Affidavit of Mailing both notarized and duly recorded by me, were both received by Libellee, MORRISON &FOERSTER LLC on December 27,2013, 1:31 pm evidenced by return receipt [Registered Mail™RA 329 755 828 US]. Libellant and I have received no response by MORRISON & FOERSTER LLP and/or Residential Capital, LLC.
- 10. The Notary Witness certifies that a Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, **JUDGMENT BY ESTOPPEL AND ASSENT BY NON-RESPONSE**, dated, along with an Affidavit of Mailing both notarized and duly recorded by me, was mailed to Libellee, **MORRISON &FOERSTER LLC** on January 10,2014 evidenced by return receipt [Registered Mail™ RE 068 418 775 US].

ADMINISTRATIVE REMEDY PROCEDURE

Libellant, by Restricted Appearance and not Generally, has hereby exhausted Libellant's extensive administrative remedies Within the Admiralty ab initio, by Noticing MORRISON & FOERSTER LLP and/or Residential Capital, LLC.ET AL. 28 U.S.C. §1333, §1337, §2461 and §2463

As an operation of law, Libellant is required to exhaust Libellant's administrative remedies. This Administrative Remedy Within the Admiralty ab initio instrument is cargo as identified Within the Admiralty.

As with any administrative process, Libellee had the right to controvert the statements and/or claims made by Libellant by executing and delivering a verified response point by point, in affidavit form, sworn and attested to, signed by Libellee with evidence in support, to the Libellant at the address exactly as given above. Libellee agreed and admitted to all statements and claims made herein by Libellant by TACIT PROCURATION, by simply remaining silent.

JAN 1 0 2014

ESTOPPEL BY ACQUIESCENCE:

KURTZMAN CARSON CONSULTANTS

Page | 4 DEMAND FOR PERFORMANCE —DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY SEAL

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal. Libellee may not argue, controvert, or otherwise protest the finality of the administrative findings Within the Admiralty in any subsequent process, whether administrative or judicial.

It is mandatory that Respondent sign and certify under penalty of perjury complete with SSN number (or TIN) under the laws of the United States of America under 28 USC 1746, all answers or any other correspondence in response to Affiant's Notice of Administrative Remedy, so that Affiant can know that Affiant is dealing with the Respondent(s) and that Respondent(s) is held to only those answers that are true, correct, complete, and not misleading and further;

That any facts alleged in Respondent's response must be of first hand knowledge in affidavit form properly sworn and subscribed to.

This matter is *stare decisis and res* judicata and lien debtors are in estoppel by their failure to respond.

Non-performance is certified in the nature of RCW 42.44.080 RCW 42.44.010, RCW 62A.3.505, and RCW 62A.3.504.

Therefore, Secured Issuer of the credit, Walter Olszewski <u>TIMELY FILED</u> Notarize Affidavit of Priority Loss in support of Notarize B- 10 by Registered Mail™ and Service of Process to both United States Bankruptcy Court for the Southern District of New York and ResCap Claims Processing Center c/o KCC.

Affiants is the Issuer of the credit and has standing.

Affiants accepts that he is the real party of interest.

RECEIVED

Affiants accepts 28 U.S.C. 453: The Oaths of justice and Judges.

JAN 1 0 2014

Affiants accepts 5 U.S.C. 3331: The Oath of Office.

KURTZMAN CARSON CONSULTANTS

Affiants Demands: Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, pay Secured Issuer of the credit, Walter Olszewski priority claim in the amount of \$ 2,037,653.92

Affiants Demands: That the Judge find the facts and make conclusions of law based on the evidence.

Page | 5 demand for performance —declaration of affidavit of non-response under notary seal

Libeliee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal,

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

ACCOUNTING AND TRUE BILL

Affiants States: In the event of a future litigation, this letter will be used as an admission to the above facts. Libellant further request nominals, compensatory, punitive and any other damages that the court deem Just and Proper, inclusive of reasonable compensation for "time" necessarily expended to prosecute this action. Punitive damages are in order due to the Respondents frivolous and non-responsive alleged "answers" to Libellant submissions throughout this emotional ordeal; which directly caused unnecessary delay and the subsequent attempt to Plaintiff to lose his claim and tie up an overburdened Superior Court. Walter Olszewski will be entitled to the forfeiture of the operational and public hazard bond of Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC et al, and Operational and public hazard bonds of Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC et al, and MORRISON & FOERSTER LLP by a tortuous claim. In the event of a future litigation the tort claim is Ten (10) times \$ 2,037,653.92 = \$20, 376,539.20) Any and all bonds, assets, of the real parties involved which may be discovered.

Any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does constitute an admission that such amounts are "not disputed", "not contingent", or "not unliquidated". Further, each debtor has **NO RIGHT** to amend their Schedules and Statements of Financial Affairs. Debtors further has **NO RIGHT** to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated".

ESTOPPEL BY ACQUIESCENCE: and as a result, THERE IS A JUDGMENT BY ESTOPPEL WITH A LIEN AGAINST THE DEBTOR(S). Defendant's are now estopped from entering any rebuttal at all as they have forfeited and waived that right by their inaction and an estoppel now constructively exists. This Court has only now to rule on the evidence of fact and law submitted by Libellant,. Libellees were uncooperative of the Administrative process below having failed to respond to the fact and law placed upon the record. They simply offered "general" denials absent the specificity, procedure and clarity, required by law. They then proceeded to delay and impede the progress of the action until they were able to violate Due Process of the Plaintiff, and failing even to recognize its high importance by ignoring the process placed upon its record. Walter Olszewski requests the court to award any other equitable relief deemed justified in this instant matter, and to close this case.

RECEIVED

JAN 1 0 2014

In Witness hereof I walter set my hand/seal/mark; In Witness by Three (3) Notary My name is non-negotiable; All rights reserved without prejudice.

KURTZMAN CARSON CONSULTANTS

Page | 6 DEMAND FOR PERFORMANCE -- DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY SEAL

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document Pg 29 of 99

DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY PRESENTMENT NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY [28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

Walter: olszewski

Libellant. Secured Issuer of the Credit

This document is hereby Notarized Without Wavier or Prejudice as to Rights

	JURAT	RECEIVED
state of California) ss.	JAN 1 0 2014
county of Los Angeles)	KUR TZMAN CARSON C ONSULTANTS

Subscribed and sworn to before me on January 10,2014

wa

walter: olszewski

Notary Seal:

Proved to me on her basis of satisfactory evidence to be the person who appeared before me.



Signature of Notary Public in and for said State

Tanya Llanes Tarver

Printed Name of Notary

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

Page | 7 DEMAND FOR PERFORMANCE -- DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY SEAL

Libeliee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

SEE ATTACHED
NOTARIAL CERTIFICATE

CALIFORNIA JURAT WITH AFFIANT STATEM GOVERNMENT CODE § 8202	ENT
MATERIAL CODE & 0202	
☐ See Attached Document (Notary to cross out line ☐ See Statement Below (Lines 1–6 to be complete	es 1–6 below) d only by document signer[s], <i>not</i> Notary)
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·	JAN 1 0 2014
Willy Whall	KURTZMAN CARSON CONSULTANTS
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
State of California	Subscribed and sworn to (or affirmed) before me
JOHN RAMIREZ Commission # 1989476 Hetary Public - California Los Angeles County My Comm. Expires Aug 28, 2016	on this 10th day of JANUARY, 2014, by Date Month Year (1) WALTER DISZEWSKI (2) Name(a) of Signer(a)
JOHN RAMIREZ Commission # 1989476 Notary Public - California Los Angeles County My Comm Cynires Aug 28, 2016 Place Notary Seal Above	proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Signature of Notary Public
OP	TIONAL
Though this section is optional, completing thi or fraudulent reattachment of th	s information can deter alteration of the document is form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Name of the second seco	rary org • 1-800-US NOTARY (1-800-876-6827) Item #5910
© 2013 National Notary Association • www.NationalNot	ary.org + (-000-00 NOTATT (1 000-010 0021) 11011 110010

GOVERNMENT CODE § 8202	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
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	JAN 1 0 2014
White Uselina	KURTZMAN CARSON CONSULTAN
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
State of California	Subscribed and swom to (or affirmed) before me
County of COS ANGELES	on this <u>/</u> day of <u>JANUARY</u> , 20 <u>/</u> 4, by Date Month Year
	(1) WALTER OLSZEWSKI
ALFONSO ORTIZ Commission # 1890746 Notary Public - California Los Angeles County My Comm. Expires May 23, 2014	proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Place Notary Seal Above	Signature Of Notary Public
	PPTIONAL ————————————————————————————————————
	this information can deter alteration of the document this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:

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ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

CASE # 12-12032

COURT CLAIM# 7163,7172 & 7310

NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT A FINAL EXPRESSION IN A RECORD

It is hereby certified, that on the date noted below, the undersigned Affiant, a Duly Commissioned Notary Public, as a third party with no interest in the matter, merely for the sole purpose of certifying a response or lack thereof, and at the request of Walter Olszewski mailed and delivered to:

January 10, 2014

Gary S. Lee

Registered MailTM RE 068 418 775 US

Lorenzo Marinuzzi

Todd M. Green

MORRISON & FOERSTER LLP

Alexandra Steinberg Barrage

1290 Avenue of the Americas

Jennifer L. Marines

New York, New York 10104

RE: DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY PRESENTMENT NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY [28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

UNDER NOTARY SEAL

CASE # 12-12032.

COURT CLAIM # 7163,7172 & 7310

RECEIVED

ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE

JAN 1 0 2014

KNOW ALL MEN BY THESE PRESENTS:

KURTZMAN CARSON CONSULTANTS

Pursuant to the instructions of the Authorized Representative of the undersigned Issuer of the credit on the attached DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM, B-10 PROOF OF CLAIM, ESTOPPEL BY ACQUIESCENCE: and as a result, THERE IS A JUDGMENT BY ESTOPPEL WITH A LIEN AGAINST THE DEBTOR(S) UNDER NOTARY SEAL, ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE.

I am certifying the delivery of said presentment with a demand for your performance in responding to me to certify your response. Your response must be complete in responding point for point, and a copy of your response should also be provided to the undersigned authorized representative of the Issuer of the credit. All responses must be sent via Certified Mail. All responses by any other means will be deemed and certified as a non-response.

The records provided herein comprise a complete and exclusive statement of the agreement of the parties, and represent to the best of my knowledge the course of dealing, course of performance, and usage of trade between the parties and thereby constitute prima facie evidence of the instruments own authenticity and genuineness and of the facts stated in the instruments. The records are private and proprietary and are to be kept confidential so as not to prejudice the rights and interests of the Issuer of the credit.

This observation in facilitation of international commerce should not be deemed a power of attorney or the practice of law. The undersigned Notary Public witness is merely a duty-bound messenger.

Now I, Tanya Llanes Tarver, Notary Public, am sending this due presentment to you to notify you, pursuant to Instructions by Walter Olszewski. Authorization to do so is provided herein. Non-performance will be certified in the nature of RCW 42.44.080, RCW 42.44.010, RCW62A.3.505, and RCW 62A.3.504.

This record certifies that the above document was delivered via Registered Mail™ ____ RE 068 418 775 US Return Receipt attached by placing same in a postage paid envelope properly addressed to Recipient(s) at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the-State of California.

Page | 1

DEMAND FOR PERFORMANCE

B-10 PROOF OF COMMERCIAL LIEN

Libeliee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal. 12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document Pg 33 of 99

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY [28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

CASE # 12-12032

COURT CLAIM# 7163,7172 & 7310

All replies must be made by certified mail addressed as follows:

Walter Olszewski c/o Tanya Llanes Tarver, Notary Public P.O. BOX 50202 Pasadena, California 91105

All other replies will be certified as a non-response, and dishonor.

January 10,2014

Awaiting your timely response, Regards,

RECEIVED

JAN 1 0 2014

COLDERN OF LOCANCELES

STATE OF CALIFORNIA

COUN'TY OF LOS ANGELES)

KURTZMAN CARSON CONSULTANTS

I certify under the penalty of perjury under the laws of the state of California the forgoing is true and correct, WITNESS MY HAND.

TOWN LLAMES DARVER TO THE PROPERTY OF THE PROP

Tanya Llanes Tarver, Notary Public

My Commission expires: MARCH 17, ZO16

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

Page | 2

DEMAND FOR PERFORMANCE

B-10 PROOF OF COMMERCIAL LIEN

Libeliee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM CASE # 12-12032 COURT CLAIM # 7310

NOTICE OF DEFAUT

3 DAY OPORTUNITY TO CURE

UNDER NOTARY SEAL

NOTICE OF DEFAUT 3 DAY OPPORTUNITY TO CURE UNDER NOTARY SEAL

RECEIVED
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NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

KURTATAN DARSON CONSECTATIO

At the request of Walter Olszewski, TANYA LLANES TARVER, HAROLD E. REYES AND HENK NEEF, (3) THREE Notary Public certify that on November 18, 2013 a Declaration of Loss in an Affidavit Form was Notarize. An AFFIDAVIT OF NOTARY PRESENTMENT was sent Registered MailTM RA 329 755 465 US].

Et al, successor and assigns of and for, with a response due date of November 30,2013. (Over 10 Days) To date, no response has been received from and 3-Day Opportunity to Cure notice is now being sent to:

Gary S. Lee, Lorenzo Marinuzzi, Todd M. Green, Alexandra Steinberg Barrage & Jennifer L. RECENED Marines

MORRISON & FOERSTER LLP 1290 Avenue of the Americas New York, New York 10104 JAN 1 0 2014

KURTZMAN CARSON CONSULTANTS

MORRISON & FOERSTER LLP fails to take the remedy offered in NOTICE OF DEFAULT, 3 DAY OPPORTNITY TO CURE UNDER NOTARY SEAL [Registered Mail™RE 589 683 284 US] that were an oversight, mistake or otherwise unintentional, Walter Olszewski grants the Libellee, MORRISON & FOERSTER LLP. including all Libellees three (3) days, exclusive of the day of receipt, to cure the fault and effect the remedy.

FACT: Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, <u>sent B-10 Form to the mong zip code address</u>. This fact was confirmed by Mr. Jarrel Phillips, Residential Capital, LLC. FACT: Secured Issuer of the credit, Walter Olszewski received the B-10 after the filing deadline.

Affiant has no record or evidence that proper notification is not essential to basic "Due Process", as per, "To one who protests against the taking of his property without due process of law, it is no answer to say that in his particular case in which due process of law would have led to the same result because he had no adequate defense upon the merits." Coe v. Armour Fertilizer Works, 237 U.S. 413, 424. "It is enough to invoke the procedural safeguards of the Fourteenth Amendment that a significant property interest is at stake, whatever the ultimate outcome of a hearing on the contractual right to continued possession and use of the goods. The facts and the law do matter and judicial action by judges or the law!"

FACT: Therefore, Secured Issuer of the credit, Walter Olszewski <u>TIMELY FILED</u> Notarize Affidavit of Priority Loss in support of Notarize B- 10 by [Registered Mail™RA 329754703 US] and Service of Process to both United States Bankruptcy Court for the Southern District of New York and ResCap Claims Processing Center c/o KCC

FACT: ResCap Claims Processing assigned three claim numbers 7163, 7172 and 7310.

FACT: Secured Issuer of the credit, Walter Olszewski requests the court to note claims 7163, 7172, and 7310 are duplicate claims. There is only one claim filed with (3) three claim numbers.

FACT: Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, confirms that Secured Issuer of the credit, Walter Olszewski has priority claim is in the amount of \$2,037,653.92

DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM CASE # 12-12032 COURT CLAIM # 7310

NOTICE OF DEFAUT

3 DAY OPORTUNITY TO CURE

UNDER NOTARY SEAL

Affiants Demands: I am demanding that Debtor, GMAC Mortgage, LLC, dba Homecoming

Financial, LLC, provide proof that B -10 was served to Walter Olszewski correct zip code address by declaration of affidavit.

Affiants Demands: Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, pay Secured Issuer of the credit, Walter Olszewski priority claim in the amount of \$2,037,653.92

ESTOPPEL BY ACQUIESCENCE: Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, through tacit procuration to this DECLARATION Of LOSS IN AN AFFIDAVIT FORM and the whole matter shall be deemed res judicata and stare decisis.

Affiants States: When no verified Affidavit rebuttal of this DECLARATION Of LOSS IN AN AFFIDAVIT FORM is made in the three days, a "Certificate of Non-Response" serves as Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, stipulated judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Affiants States: Power of Attorney: When Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, fails by not rebutting to this "Affidavit" Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, agrees with the granting unto Walter Olszewski's unlimited Power of Attorney and any and all full authorization in signing or endorsing Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, waives any and all claims of Walter Olszewski, and/or defenses and remains in effect until satisfaction of all obligation(s) including the LOSS OF \$2,037,653.92 by Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, has been satisfied.

It is mandatory that Respondent sign and certify under penalty of perjury complete with SSN number (or TIN) under the laws of the United States of America under 28 USC 1746, all answers or any other correspondence in response to Affiant's Notice of Administrative Remedy, so that Affiant can know that Affiant is dealing with the Respondent(s) and that Respondent(s) is held to only those answers that are true, correct, complete, and not misleading and further;

That any facts alleged in Respondent's response must be of first hand knowledge in affidavit form properly sworn and subscribed to.

This matter is stare decisis and res judicata and lien debtors are in estoppel by their failure to respond.

You must respond immediately by contacting the above referenced party in care of the undersigned Notary Public within 6 days upon date of your receipt of said presentment, allowing for 3 day mailing point to point. Non-performance will be certified in the nature of RCW 42.44.080 RCW 42.44.010, RCW 62A.3.505, and RCW 62A.3.504. All replies must be made by certified mail addressed as followed:

walter olszewski c/o Notary acceptance TANYA LLANES TARVER P.O. Box 50202

P.O. Box 50202
Pasadena, California (91105)
Transmitting Utility

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JAN 1 0 2014

RECEIVED

DEC 2 U 2013

KURTZMAN CARSON CONSULTANTS

KURTZMINI CARSON GERSALDAME

Case # 12-12032

In Witness by Three (3) Notary Seal

Court Claim #7310

DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM CASE # 12-12032 COURT CLAIM # 7310

NOTICE OF DEFAUT

3 DAY OPORTUNITY TO CURE

UNDER NOTARY SEAL

All other replies will be certified as a non-response, and dishonor

Affiants States:

In the event of a future litigation, this letter will be used as an admission to

the above facts.

In Witness hereof I walter set my hand/seal/mark;

In Witness by Three (3) Notary My name is **non-negotiable**;

All rights reserved without prejudice.

walter: olszewski

Libelant, Secured Party Creditor

This document is hereby Notarized Without Wavier or Prejudice as to Rights

JUR	AT
	DEC 2 0 2013
state of California)	***
county of Los Angeles)	NURTEAN CARRAN CARRANT

Subscribed and sworn to before me on December 19,2013

walter: olszewski

Notary Seal:

Proved to me on her basis of satisfactory evidence to be the person who appeared before me.

Signature of Notary Public in and for said State

RECEIVED

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JAN 1 0 2014

ALFONSO ORTIZ

KURTZMAN CARSON CONSULTANTS

Printed Name of Notary

ALFONSO ORTIZ
Commission # 1890746
Notary Public - California
Los Angeles County
My Comm. Expires May 23, 2014

See Attached Document (Notary to cross		
☐ See Statement Below (Lines 1–6 to be co	ompleted only by docume	nt signer[s], <i>not</i> Notary)
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•	zewski	(1) WALTER OLSZE		
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	f Signer	(2) Name of Sign	LOS ANGELES COUNTY My Comm. Expires Feb. 18, 2017	>
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AFFIDAVIT OF NOTARY PRESENTMENT

CASE # 12-12032

COURT CLAIM# 7163

NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT A FINAL EXPRESSION IN A RECORD

It is hereby certified, that on the date noted below, the undersigned Affiant, a Duly Commissioned Notary Public, as a third party with no interest in the matter, merely for the sole purpose of certifying a response or lack thereof, and at the request of Walter Olszewski mailed and delivered to:

Gary S. Lee

[Registered Mail™

RA 329 755 828 US

Lorenzo Marinuzzi

[Registered MailTM RE 589 683 284 US]

RECEIVED

Todd M. Green

WEDEIAEN

Alexandra Steinberg Barrage Jennifer L. Marines

JAN 1 0 2014 ·

DEC 2 0 2013

MORRISON & FOERSTER LLP

1290 Avenue of the Americas New York, New York 10104

KURTZMAN CARSON CONSULTANTS

KURTZMAN CARSON CONSULTANTS

RE: DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM NOTICE OF DEFAUT-3DAY OPPORTUNITY TO CURE UNDER NOTARY SEAL CASE # 12-12032, COURT CLAIM # 7310 and ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the instructions of the Authorized Representative of the undersigned Issuer of the credit on the attached DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM, NOTICE OF DEFAUT-3DAY OPPORTUNITY TO CURE UNDER NOTARY SEAL CASE # 12-12032, COURT CLAIM # 7310 and ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE I am certifying the delivery of said presentment with a demand for your performance in responding to me to certify your response. Your response must be complete in responding point for point, and a copy of your response should also be provided to the undersigned authorized representative of the Issuer of the credit. All responses must be sent via Certified Mail. All responses by any other means will be deemed and certified as a non-response.

The records provided herein comprise a complete and exclusive statement of the agreement of the parties, and represent to the best of my knowledge the course of dealing, course of performance, and usage of trade between the parties and thereby constitute prima facie evidence of the instruments own authenticity and genuineness and of the facts stated in the instruments. The records are private and proprietary and are to be kept confidential so as not to prejudice the rights and interests of the Issuer of the credit.

This observation in facilitation of international commerce should not be deemed a power of attorney or the practice of law. The undersigned Notary Public witness is merely a duty-bound messenger.

Now I, <u>Tanya Llanes Tarver</u>, Notary Public, am sending this due presentment to you to notify you, pursuant to Instructions by Walter Olszewski to provide you an opportunity to respond "correctly" IN HONOR, to the included instrument — DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM, NOTICE OF DEFAUT-3DAY OPPORTUNITY TO CURE UNDER NOTARY SEAL CASE # 12-12032, COURT CLAIM # 7310 and ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE with regard to Walter Olszewski. The said response is to be received by Walter Olszewski in care of the undersigned notary public at the above noted address so it is received no later than ten (10) days beyond the postmark of this presentment. Authorization to do so is provided herein. Non-performance will be certified in the nature of RCW 42 .44.080, RCW 42.44.010, RCW62A.3.505, and RCW 62A.3.504.

This record certifies that the above document was delivered via Registered MailTM RA 329 755 828 US Return Receipt attached by placing same in a postage paid envelope properly addressed to Recipient(s) at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the-State of California.

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document Pq 40 of 99

AFFIDAVIT OF NOTARY PRESENTMENT

CASE # 12-12032

COURT CLAIM# 7163

All replies must be made by certified mail addressed as follows:

Walter Olszewski c/o Tanya Llanes Tarver, Notary Public P.O. BOX 50202 Pasadena, California 91105

RECEIVED

All other replies will be certified as a non-response, and dishonor.

JAN 1 0 2014

RECEIVED

KURTZMAN CARSON CONSULTANTS

DEC 2 0 2013

Awaiting your timely response, Regards,

KURTZMAN CARSON CONSIDERATIS

STATE OF CALIFORNIA)

COUN'T'Y OF LOS ANGELES)

I certify under the penalty of perjury under the laws of the state of California the forgoing is true and correct,

WITNESS MY HAND

Tanya Llaves Tarver, Notary Public

My Commission expires: MARCH 16, 2017

TANYA LLANES TARVER COMM # 1972366 DE NUMBER FORM COMPORMAN MY COMM ESP MAR 17, 2016

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

Creditor Data -12-12020-mg Barb 6c 16504 corene do 2/18/14 Entered 02/19/14 Birk 12:00 A NMain Document 1/14 5:25 PM Pa 41 of 99

Creditor Data for Claim Number 7310

Help

C	r	e	d	Ī	t	0	r	i G	

Walter Olszewski vs Bank of America a corporation Bank of America Home Claim #: 7310 Loans a corporation Bank of America NA a et al.

104 W Loma Alta Dr Altadena, CA 91001

Date Claim Filed: 11/18/2013

PDF: View Claim (1360 k)

Debtor Name: GMAC Mortgage, LLC Debtor Case Number: 12-12032

	Schedule Amount	C,	n,	D	Filed Claim Amount	Present Claim Amount
GU						THE CONTRACTOR OF THE CONTRACT
PRI						
SEC					\$2,037,653.92	\$2,037,653.92
ДР	-					
AS						
TOTALS					\$2,037,653.92	\$2,037,653.92

C=Contingent, U=Unliquidated, D=Disputed

Transfer	Hietory
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Date Filed	Date Effective	Transfer Type	Transferor	Transferee	Status
No records found					

Objection History

Date Created	Name	Basis	Status
No records found			

Claim Withdrawal History

Date Filed	Docket Number	Document Name	File Size
No records found			

Stipulation History

Date Filed	Docket Number	Document Name	File Size
No records found			

This website is maintained for the public's convenience and for informational purposes only. Users of this website should not take or refrain from taking any action based upon content included in the website or in the results of any search made on this site without seeking legal counsel on the particular facts and circumstances at issue from a licensed attorney. All search results provided through this website are qualified in their entirety by the official register of claims and the Schedules of Assets and Liabilities ("Schedules") filed in the bankruptcy case/s of the debtor/s.

Without limiting the generality of the foregoing, any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission that such amounts are not "disputed", "contingent", or "unliquidated", Further, each debtor reserves the right to amend their Schedules and Statements of Financial Affairs as necessary and appropriate. Debtors further reserve the right to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated".

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document

Pg. 42 of 99

The Debtor has listed your claim as Contingent, Unliquidated, and Disputed on Schedule F as a General Unsecured claim in the amount of 50.00. You MUST timely file a Proof of Claim or you will be forever barred from recovery.

B 10 Modified (Official Form 10) (12) i i

	Y COURT FOR THE SOUTH	HERN D	-	EW YORK	PROOF OF CLAIM
Name of Debtor:	GMAC Mortgage, LLC		Case Number:	12-1	12032
NOTE: This form should not be use	d to make a claim for an administrative ex- ment of an administrative expense (other t	rense (othe	er than a claim asserte	d under 11 U.S.C. § 503(b)(9)) a	rising after the commencement of the
Name of Creditor (the person or other	entity to whom the debtor owes money or j	ргорепу и	n asserted under 11 C.	.3.C. g sustany) may be mearpu	Check this box if this claim
Name and address where notices should		344			amends a previously filed claim.
	f America a coporation Bank of	America	ı Home Loans a c	corporation Bank of	Court Claim 7163
America NA a et al 104 W Loma Alta Dr		E	Data Stamped (Copy Returned	(If known)
Altadena, CA 91791 9100	-			sed stamped envelope	Filed on: 9/3/2013
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Felephone number: Name and address where payment shot	dd be sent (if different from above)	emuti			of claim relating to this claim
DEODAR EIGHT SO					Attach copy of statement giving particulars
P.O. Box 94355, Pasac					
Telephone monitor: 626 798-44		emai?	continues 6	CATALIBLE CAL	5. Amount of Ciaim Entitled to Priority under 11 U.S.C.
			THE PARTY NAMED IN COLUMN TWO		§507(a). If any part of the claim falls into one of the following
I. Amount of Claim as of Date Cas if all or part of the chain is secured or		6 ⁷ 000 =	: \$2,037,653.92		categories, check the buy specifying the priority and state
If all or part of the claim is entitled to	priority, complete item 5.				the amount.
Check this box if the claim include interest or charges 8.2507	s interest of other charges in addition to the	e principal	amount of the claim,	Attach a statement that itemizes	7 Domestic support obligations
The state of the s	f Promissory notes for \$612	2,000.00) tendered on	10/27/2006	under 11 U.S.C. §507 cart B.A. or tart (RB)
(See instruction #2)					"I Wages, salaries, or
3. Last four digits of any number by which creditor identifies debtor:	3a. Dehtor may have scheduled account	rast	3b. Uniform Claim Ide	entifier (optional):	commissions (up to \$11,725*) carned within 180 days before the case was filed or the
760-8	(See instruction #Mr)		See instruction (36)		debtor's business ceased whichever is earlier – 11
4. Secured Claim (See instruction #4)			VEHINAHAN PEN M	mon-wi-seecenna_sn-cen	U.S.C. §507 (a)(4).
requested information.	is secured by a lien on property or a right of	Paeroff art	ach required reducted c	decuments, and provide the	Contributions to an employee Security pain = 11 U.S.C. §307 (a)(5)
Decaribes	□Real Estate □Motor Vehicle XOther				☐ Up to \$2,600% of deposits
Value of Property \$612,000.00	Annual Interest Rate 8.2507%	% 78%	ed Kvariebie		toward purchase, lease, or remaind overporty or services
Amount of arreatage and other charge	(when case was filed) zes, as of the time case was filed, include	ed in secure	ed etalm		for personal, family, or household use ~ 11 U.S.C.
if any: S	Basis for r		N/A		§507 (a)(7)
		,	,	hat s a	☐ Taxes or penalties owed to governmental units + 11€ S.C.
Amount of Secured Claim: 5 \$2,03	77,033.92 Amount (Unsecured	: S	N/A	£507 (a)(8).
6. Claim Pursuant to 11 U.S.C. § 503(b)(Other - Specify applicable paragraph of 11 U.S.C. §507
commencement of the above case, in which	ions the value of any goods received by the Di hithe goods have been sold to die Dooror in th	e er linni s e er linni s	r 20 days before "Tay 14 gurse of such Debiot's b	. 2012, the date of pusiness. Attach documentation	Carl 4
S	(See instruction #6)	Secretary and the secretary an		Amount entitled to priority:
	on this claim has been credited for the purp		10.0		\$2,037,653.92
deduced statements of tunning accounts	opies of any documents that support the classification for the classification for the comments and some second contracts.	urio agreci	ments. If the claim is so	ecured, box 4 has been	
completed, and reducted copies of docu definition of "reducted", t	ments providing evidence of perfection of	a security i	mieresi are attached. 45	ice instruction ±8, and the	* Amounts are subject to adjustment on 4.1.13 and every
	NTS, ATTACHED DOCUMENTS MAY	BE DEST!	ROYED ATTER SCAN	NNING	3 years thereafter with respect
U the documents are not available, pleas	e explain				to vases emmenced on or after the date of adjustment
9. Signature: (See instruction =9) Check 1 am the creditor. T I am the credi	Secretary of the secret				dies are are if politician in
	A	z trustce, or rrized agent		am a guarantor, surety. 98er, or other codebter.	
Calculate and in managers of the Control	ASee Bank	krapicy Rul	le 3004.) (See	Bankrapicy Rule 3005, i	mornin
reasonable belief. Walter Olszew	e information provided in this claim is true	and correct	t to the best of my kno	wieage, information, and	KEPEIAEN
Print Name: Watter Ofszew Title: Secured Issuer	// //	1/6	Mreen	11/18/2000	CENC G & MILE
Company	(Signature)	A hard	of the second	(Date)	MAN 1 0 7019
104 West Loma Afta 1	Drive, Altadena Californ	ia 910	01		OTHER TRIPING MARKET WELLT WAR
			£2.81:	7.015.1161 (T) 122 501 65 6 1 1 2 2 2 2 2	WITHING THE OWNER AND THE PARTY OF THE PARTY
Telephone number: Penalty for reasonting translation classes	Email: Fine of up to \$500,000 or imprisonment fo	of the table			2 22 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
02_51765-5_semissis_21/03/037-18/038	or up to be notione to improvemental 20	and the state of the	er annum. M III	121203213111800	# # # # # # # # # # # # # # # # # # #

\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	\$5050000000000000000000000000000000000
State of California)
County of Los Awgeles	}
On 11/18/13 before me	1612 - 1 A T DOVE
Date before me,	HAROLD E. REYES
personally appeared WALTER LA	Here Insert Name and Title of the Officer
personally appeared WHTCICK	Name(s) of Signer(s)
	Name(s) of Signer(s)
HAROLD E. REYES COMM. # 2008077 NOTARY PUBLIC - CALIFORNIA CO LOS ANGELES COUNTY My Comm. Expires Feb. 18, 2017 Place Notary Seal Above	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature: Signature of Notary Public
Though this section is optional, completing the	his information can deter alteration of the document or
	his form to an unintended document.
Description of Attached Document Fitle or Type of Document: B - 10 7 100F	of CWIM Document Date: 11/18/13
Number of Pages: Signer(s) Other Ti	Document Date: 1/10/12
Capacity(ies) Claimed by Signer(s)	nan Named Above:
idner's Name:	Signer's Name
Corporate Officer — Title(s):	Signer's Name: Corporate Officer — Title(s):
arran Li cirmed Li General	□ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator	Individual Attorney in Fact
Other:	Other:
igner Is Representing:	The second secon
g	

\$\interpretation \interpretation \interpretati	\$
State of California)
County of Los Angeres	}
On	TANYA LLANES TARVER PUBLIC. Here Insert Name and Title of the Officer
personally appeared WALTER LA	The state state state
personally appeared MAC/CIT	Name(s) of Signer(s)
HAROLD EDGARDO	Reves
	who proved to me on the basis of satisfacto evidence to be the person(s) whose name(s) is/a subscribed to the within instrument and acknowledge to me that he/she/they executed the same his/her/their authorized capacity(ies), and that this/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
The state of the s	I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragrap is true and correct.
Place Notary Seal Above	WITNESS my hand and official seal. Signature:
	Signature of Notary Public
Though this section is optional, completing t	OPTIONAL this information can deter alteration of the document or this form to an unintended document.
Description of Attached Document	
itle or Type of Document: B-10 C	LAIM Document Date: _/1-18-2013
Number of Pages: Signer(s) Other 1	
	Harring Apove:
Capacity(ies) Claimed by Signer(s) Signer's Name:	
	Signer's Name:
Partner — □ Limited □ General	Corporate Officer — Title(s):
Individual	Partner — Limited General
Trustee Guardian or Conservator Other:	Other:
igner Is Representing:	

State of California	
1 No. 100 No.	}
County of LOS AWGELES	J
On NOV 1 8 2013 before me,	HENK NEEF, NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared WALTER LAN	DDIE OLSZEWSKI, HAROLD
N. C.	Name(s) of Signer(s)
EDGARDO REYES, AND	TANYA LLANES TARVER
HENK NEEF Commission # 1937047 Notary Public - California Los Angeles County My Comm. Expires May 29, 2015	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that be/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Place Notary Seal Above	Signature: Signature of Notary Public
Though this section is optional, completing the	OPTIONAL nis information can deter alteration of the document or his form to an unintended document.
Description of Attached Document	nis form to an uninterided document.
itle or Type of Document: B-10 PROOF	OF CLATIA DOCUMENT Date: NOV 1 8 2013
lumber of Pages: 3 Signer(s) Other Ti	Document Date: NOV 10 LOS
	nan Named Above:
apacity(ies) Claimed by Signer(s)	200 B
igner's Name:	Signer's Name:
Corporate Officer — Title(s): Partner — Limited General	Corporate Officer — Title(s):
Individual Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
Trustee Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	Other:
igner Is Representing:	Signer Is Representing:

DECLARATION OF LOSS IN AN AFFIDAVIT FORM ---- AMENDED CASE # 12-12032 COURT CLAIM # 7163

Affiants States: Comes now Walter Olszewski, Creditor, a Real Party in Interest, who is neutral in the public, who is unschooled in law, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E (8), a restricted appearance, and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather in than the form, and hereby makes the following pleadings/ notices in the above referenced matter without waiver of any other defenses.

Affiants States: Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An unrebutted affidavit stands as truth in commerce.

An unrebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

Notice to agent is notice to principal; notice to principal is notice to agent.

FACT: Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, sent B-10 Form to the works and code address. This fact was confirmed by Mr. Jarrel Phillips, Residential Capital, LLC. FACT: Secured Issuer of the credit, Walter Olszewski received the B10 after the filing deadline.

Affiant has no record or evidence that proper notification is not essential to basic "Due Process", as per; "To one who protests against the taking of his property without due process of law, it is no answer to say that in his particular case in which due process of law would have led to the same result because he had no adequate defense upon the merits." Coe v. Armour Fertilizer Works, 237 U.S. 413, 424. "It is enough to invoke the procedural safeguards of the Fourteenth Amendment that a significant property interest is at stake, whatever the ultimate outcome of a hearing on the contractual right to continued possession and use of the goods. The facts and the law do matter and judicial action by judges or the like must be in accords with those presented to the court. This is to assure due process of law and equal protection of the law".

FACT: Therefore, Secured Issuer of the credit, Walter Olszewski <u>TIMELY FILED</u> Notarize Affidavit of Priority Loss in support of Notarize B- 10 by [Registered Mail™ RA 329754703 US] and Service of Process to both United States Bankruptcy Court for the Southern District of New York and ResCap Claims Processing Center c/o KCC

FACT: ResCap Claims Processing assigned two claim numbers 7163 and 7172. FACT: Secured Issuer of the credit, Walter Olszewski requests the court to remove claim 7172, which is a duplicate claim.

FACT: Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, confirms that Secured Issuer of the credit, Walter Olszewski has priority claim is in the amount of \$2,037,653.92

Affiants Demands: I am demanding that Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, provide proof that B 10 was served to Walter Olszewski correct zip code address by declaration of affidavit.

Affiants Demands: Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, pay Secured Issuer of the credit, Walter Olszewski priority claim in the amount of \$2,037,653.92

ESTOPPEL BY ACQUIESCENCE: Failure to cure will constitute, as an operation of law, the

In Witness by Three (3) Notary

Court Claim #7163

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document Pg 47 of 99

DECLARATION OF LOSS IN AN AFFIDAVIT FORM ---- AMENDED CASE # 12-12032 COURT CLAIM # 7163

FINAL admission of the obligation by Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, through tacit procuration to this DECLARATION OF LOSS IN AN AFFIDAVIT FORM and the whole matter shall be deemed res judicata and stare decisis.

Affiants States: When no verified Affidavit rebuttal of this DECLARATION Of LOSS IN AN AFFIDAVIT FORM is made because it was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, ten (10) days to cure the fault and effect the remedy in a timely manner, a "Certificate of Non-Response" serves as Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, stipulated judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Affiants States: Power of Attorney: When Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, fails by not rebutting to this "Affidavit" Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, agrees with the granting unto Walter Olszewski's unlimited Power of Attorney and any and all full authorization in signing or endorsing Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Preemption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, waives any and all claims of Walter Olszewski, and/or defenses and remains in effect until satisfaction of all obligation(s) including the LOSS OF \$2,037,653.92 by Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, has been satisfied.

It is mandatory that Respondent sign and certify under penalty of perjury complete with SSN number (or TIN) under the laws of the United States of America under 28 USC 1746, all answers or any other correspondence in response to Affiant's Notice of Administrative Remedy, so that Affiant can know that Affiant is dealing with the Respondent(s) and that Respondent(s) is held to only those answers that are true, correct, complete, and not misleading and further;

That any facts alleged in Respondent's response must be of first hand knowledge in affidavit form properly sworn and subscribed to.

CC: Gary S. Lee [Registered Mail™ RA 329 755 465 US]
Lorenzo Marinuzzi
Todd M. Green
Alexandra Steinberg Barrage
Jennifer L. Marines
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104

In Witness hereof I walter set my hand/seal/mark; In Witness by Three (3) Notary

My name is **non-negotiable**;

Date 11/18/2013

Wher Olszewski

Case # 12-12032

In Witness by Three (3) Notary

Court Claim #7163

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document All-N-One Legal Support, Inc.

1545 Wilshire Blvd Suite 715

Los Angeles, CA 90017

(213) 202-3990 Fax: (213) 202-3996

INVOICE DATE: 09/04/2013

INVOICE NUMBER: 0141859-1

Route#: 0

Client No. 3491

Client Walter Olszewski

Address 104 West Loma Alta Drive

Altadena, CA 91001

Phone: (626) 798-3883

Client File No.:

Contact:

Case No.:

Court: None

Plaintiff: In re: Walter Olszewski

Defendant:

Servee: ResCap Claims Processing Center c/o KCC

Documents:

Notarized Affidavit of Loss; Notarized B-10

DESCRIPTION	SERVICES	CHARGES
Served: ResCap Claims Processing Center c/o KCC at 2335 Alaska Avenue , El Segundo, CA 90245. Rec'd check # 2692 For \$360.00. Thank you.	Service of Process	60.00
	#I	
HEARING TO THE THE CONTRACT OF	INV	DICE TOTAL \$ 60.00

Order#: 0141859-1/GINV

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document Pa 49 of 99

Walter Olszewski 104 West Loma Alta Drive Altadena Attorney For: pro per		1 g 10 0			FOR COURT USE ONLY
TELEPHONE NO: (626) 798-3883 E-MAIL ADDRESS (Optional):	FAX	NO (Optional)			
None					
STREET ADDRESS:					
MAILING ADDRESS:					
CITY AND ZIP CODE: , CA BRANCH NAME:					
PLAINTIFF(name each): In re: Walter	Olszewski				-
DEFENDANT(name each):					CASE NUMBER:
PROOF OF SERVICE	HEARING DATE:	DAY:	TIME	DEPT.:	Ref No. or File No.:

AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION, AND I SERVED **COPIES** OF THE:

Notarized Affidavit of Loss; Notarized B-10

PARTY SERVED: ResCap Claims Processing Center c/o KCC

PERSON SERVED: Theresa Lumford - Administration

DATE & TIME OF DELIVERY: 09/03/2013

12:42 pm

ADDRESS, CITY, AND STATE: 2335 Alaska Avenue

El Segundo, CA 90245

MANNER OF SERVICE:

Personal Service - By personally delivering copies.

Fee for Service: 60.00

County: Los Angeles Registration No.: 5644

All-N-One Legal Support, Inc.

1545 Wilshire Blvd Los Angeles, CA 90017 (213) 202-3990

I declare under penalty of perjury under the laws of the The State of California that the foregoing information contained in the return of service and statement of service fees is true and correct and that this declaration was executed on September 4, 2013.

Signature!

Gabriela Melendez

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document

All-N-One Legal Support, Inc.

1545 Wilshire Blvd Suite 715

Los Angeles, CA 90017

(213) 202-3990 Fax: (213) 202-3996

INVOICE DATE: 09/12/2013

INVOICE NUMBER: 0141861-1

Route#: 0

Client No. 3491

Client Walter Olszewski

Address 104 West Loma Alta Drive

Altadena, CA 91001

Phone: (626) 798-3883

Client File No.:

Contact:

Case No.:

Court: None

Plaintiff: In re: Walter Olszewski

Defendant:

Servee: United States Bankruptcy Court for the Southern District of New York

Documents:

Notarized Affidavit of Loss; Notarized B-10; Copies of Financial Documents

DESCRIPTION	SERVICES	CHARGES
Documents filed.	Out of State	150.00
		1 1
	INVOI	CE TOTAL \$ 150.00

Order#: 0141861-1/GINV

Registered Mail TM	j{	A	179	547	1 1	1	1	
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August 29, 2013

Walter Olszewski 104 West Loma Alta Drive Altadena, California 91001

United States Bankruptcy Court for the Southern District of New York One Bowling Green, Room 534 New York, New York 10004

Dear Trustee,
I am sending you my "Notarize Affidavit of
Loss" to support my "Notarize B-10".
I was not given the proper time to file.
Would you please include my Priority secured
claim into Case #12-12032.

Thank you very much,

Walter Olszewski

AFFIDAVIT Of LOSS

CASE # 12-12032

Affiants States: Comes now Walter Olszewski, Creditor, a Real Party in Interest, who is neutral in the public, who is unschooled in law, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E (8), a restricted appearance, and notices the court of enunciation of principles as stated in <u>Haines v. Kerner</u>, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/ or complaints shall have the court look to the substance of the pleadings rather in than the form, and hereby makes the following pleadings/ notices in the above referenced matter without waiver of any other defenses.

Affiants States: Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An unrebutted affidavit stands as truth in commerce.

An unrebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

FACT: Debtor, GMAC Mortgage,LLC <u>mislead the Court</u> with the statement ... "Unsecured claim to the amount of \$0.00"

FACT: Sponsor of the credit, Walter Olszewski received the B10 after the filing date.

Affiants Demands: I am demanding that Debtor, GMAC Mortgage, LLC provide proof that B 10 was served before the dead line for Walter Olszewski to file priority claim in the amount of \$612,000.00. Affiants States: that the Debtor, GMAC Mortgage, LLC "FAULTLY" listed Unsecured general claim in the amount of \$0.00 was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants States: In the event that the Debtor, GMAC Mortgage, LLC failed to serve the information to Walter Olszewski before the decline to file the B10 form was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy. Affiants requests the court: The right to file Priority secured claim in the amount of \$612,000.00

Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by Debtor, GMAC Mortgage, LLC through tacit procuration to this WRITTEN REQUEST AFFIDAVIT (PRIVATE) [Registered MailTM RA 329754717 US] and the whole matter shall be deemed res judicata and stare decisis.

Affiants States: When no verified Affidavit rebuttal of this "REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as Debtor. GMAC Mortgage, LLC's stipulated judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Affiants States: Power of Attorney: When Debtor, GMAC Mortgage, LLC, fails by not rebutting to any part of this "Affidavit" Debtor, GMAC Mortgage, LLC, agrees with the granting unto Walter Olszewski's unlimited Power of Attorney and any and all full authorization in signing or endorsing Debtor, GMAC Mortgage, LLC 's name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by Debtor, GMAC Mortgage, LLC, waives any and all claims of Walter Olszewski, and/or defenses and remains in effect until satisfaction of all obligation(s) including the LOSS OF \$612,000.00 by Debtor, GMAC Mortgage, LLC, has been satisfied.

In Witness hereof I walter set my hand/seal/mark; My name is non-negotiable;

Date August 29,2013

Walter Olszewski

Secured Party Creditor

\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	YETATA KATANTA
State of California	1
County of Los Angeres	}
County of	J
On before me,	
	Here Insert Name and Title of the Officer
personally appeared WALTER LADOR	e 0/5 ZEWSKI and
	Name(s) of Signer(s)
HAROLD EDGARDO)	Keyes .
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Comment Links Didwer 1	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
and the second second	WITNESS my hand and official seat.
Place Notary Seal Above	Signature:
radd Wolary dda rabove	Signature of Notary Public
	nis information can deter alteration of the document or his form to an unintended document.
Description of Attached Document	
	of Loss Document Date: 11-18-2013
	han Named Above:
	nail Named Above.
Capacity(ies) Claimed by Signer(s)	Cianada Navas
Signer's Name: Corporate Officer — Title(s):	Signer's Name: Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator
☐ Trustee ☐ Guardian or Conservator ☐ Other:	Other:
Signer Is Representing:	

CALIFORNIA ALL-PURPOSE ACKNOWLED CIVIL CODE § 1189	
State of California	
_	}
County of LOS AN Geles	J
On 11/18/13 before me. H.	AROLD E. REYES
On 11/18/13 before me, H	Here Insert Name and Title of the Officer
personally appeared WALTER LAD	DIE OLSZEWKI
postorially appointed	Name(s) of Signer(s)
	who proved to me on the basis of satisfactory
HAROLD E. REYES COMM. # 2008077 NOTARY PUBLIC - CALIFORNIA OF LOS ANGELES COUNTY My Comm. Expires Feb. 18, 2017	evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
1	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
Place Notary Seal Above	Signature: Signature of Notary Public
	PTIONAL
	s information can deter alteration of the document or s form to an unintended document.
Description of Attached Document	055 IN AN
Title or Type of Document: Decaration of L	
Number of Pages: 7 Signer(s) Other The	an Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer Title(s):	Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	
Signer Is Representing:	
© 2013 National Notary Association • www.NationalNot	tary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

State of California		194341144444444444444444444444444444444
	}	
County of LOS ANGELES	JENY NESS NOTATION	
On NOV 1 8 2013 before me,	HENK NEEF, NOTARY PUBI	L 1 C
Date Delore me,	Here Insert Name and Title of the	Officer
DOMORPHY STER	I AMIE OI CZELIEK	1
Personally appeared WALTER HAROLD 60GARDO REYES,	Name(s) of Signer(s)	1/
HARRI A GOERRADO AGICA	Name(s) of Signer(s)	
MILLER WYMILDO ROYES,	AND IMMYA CLAMES	TARUER
HENK NEEF Commission # 1937047 Notary Public - California Los Angeles County My Comm. Expires May 29, 2015	who proved to me on the basis evidence to be the person(s) whose subscribed to the within instrument an to me that he/she/they executed his/her/their authorized capacity(ies his/her/their signature(s) on the person(s), or the entity upon beha person(s) acted, executed the instrum	e name(s) is/and acknowledged the same in the same in the same in the same in the instrument the instrument the lift of which the
of it to	I certify under PENALTY OF PERJURY of the State of California that the foreign is true and correct. WITNESS my hand and official seal.	Y under the law going paragraph
Place Notary Seal Above	Signature: Signature of Notar	Public
Though this section is optional, completing	OPTIONAL is information can deter alteration of the his form to an unintended document.	document or
Description of Attached Document		
Description of Attached Document Fitle or Type of Document:	Document Date:	NOV 1 8 2013
Number of Pages: Signer(s) Other	han Named Above:	
	Tall Halfied Above.	
Capacity(ies) Claimed by Signer(s)	Ci- Di N	
Signer's Name:	Signer's Name:	
☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General	Corporate Officer — Title(s): Partner — Dispited Gener	
Individual Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in F	
Trustee Guardian or Conservator	☐ Trustee ☐ Guardian or	
Other:	Other:	
The state of the s		
Signer Is Representing:	Signer Is Representing:	

AFFIDAVIT OF NOTARY PRESENTMENT

CASE # 12-12032

COURT CLAIM# 7163

NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT A FINAL EXPRESSION IN A RECORD

It is hereby certified, that on the date noted below, the undersigned Affiant, a Duly Commissioned Notary Public, as a third party with no interest in the matter, merely for the sole purpose of certifying a response or lack thereof, and at the request of Walter Olszewski mailed and delivered to:

Gary S. Lee [Registered Mail™ RA 329 755 465 US]
Lorenzo Marinuzzi
Todd M. Green
Alexandra Steinberg Barrage
Jennifer L. Marines
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104

RE: DECLARATION OF LOSS IN AN AFFIDAVIT FORM ---- AMENDED CASE # 12-12032, COURT CLAIM # 7163 and AMENDED B-10 PROOF OF CLAIM ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the instructions of the Authorized Representative of the undersigned Issuer of the credit on the attached DECLARATION Of LOSS IN AN AFFIDAVIT FORM, B-10 PROOF OF CLAIM, ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE I am certifying the delivery of said presentment with a demand for your performance in responding to me to certify your response. Your response must be complete in responding point for point, and a copy of your response should also be provided to the undersigned authorized representative of the Issuer of the credit. All responses must be sent via Certified Mail. All responses by any other means will be deemed and certified as a non-response.

The records provided herein comprise a complete and exclusive statement of the agreement of the parties, and represent to the best of my knowledge the course of dealing, course of performance, and usage of trade between the parties and thereby constitute prima facie evidence of the instruments own authenticity and genuineness and of the facts stated in the instruments. The records are private and proprietary and are to be kept confidential so as not to prejudice the rights and interests of the Issuer of the credit.

This observation in facilitation of international commerce should not be deemed a power of attorney or the practice of law. The undersigned Notary Public witness is merely a duty-bound messenger.

Now I, <u>Tanya Llanes Tarver</u>, Notary Public, am sending this due presentment to you to notify you, pursuant to Instructions by Walter Olszewski to provide you an opportunity to respond "correctly" IN HONOR, to the included instrument — DECLARATION Of LOSS IN AN AFFIDAVIT FORM, B-10 PROOF OF CLAIM, ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE with regard to Walter Olszewski. The said response is to be received by Walter Olszewski in care of the undersigned notary public at the above noted address so it is received no later than ten (10) days beyond the postmark of this presentment. Authorization to do so is provided herein. Non-performance will be certified in the nature of RCW 42 .44.080, RCW 42.44.010, RCW62A.3.505, and RCW 62A.3.504.

This record certifies that the above document was delivered via Registered MailTM RA 329 755 465 US Return Receipt attached by placing same in a postage paid envelope properly addressed to Recipient(s) at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the-State of California.

Page | 1

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document Pg 57 of 99

AFFIDAVIT OF NOTARY PRESENTMENT

CASE # 12-12032

COURT CLAIM# 7163

CASE TATE A LINES TRIVER OF CASE A SECURITY OF CASE AS A CONTRACT OF CASE AS A CONTRACT

All replies must be made by certified mail addressed as follows:

Walter Olszewski c/o Tanya Llanes Tarver, Notary Public P.O. BOX 50202 Pasadena, California 91105

All other replies will be certified as a non-response, and dishonor.

Awaiting your timely response, Regards,

STATE OF CALIFORNIA)

COUN'T'Y OF LOS ANGELES)

I certify under the penalty of perjury under the laws of the state of California the forgoing is true and correct, WITNESS MY HAND.

Tanya Lanes Tarver, Notary Public

My Commission expires: MARCH, 17, 2016

Void where prohibited by law.

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

Creditor Data --- Walter Olszewski vs. Ban bot America a coperation Bank of America 12-12020-mg Doc 6504 coperation Bank of America 12-12020-mg Doc 6504 coperation Bank of America 12-12020-mg Pg 58 of 99

Creditor Data for Claim Number 7172

Help

		on Bank d	of Ame	erica Hon	ne Claim #:	m Filed: 9/9/2013 7172 v Claim (1261 k)		Y.	
Debtor Name: G Debtor Case Nu	MAC Mortgage, LLC mber: 12-12032								
	Schedule Amount	C*	U*	D.	Filed C	laim Amount	Pres	ent Claim Amoui	ıt
GU									
PRI									
SEC						\$612,000.00		\$6	12,000.00
AP									
AS									
TOTALS						\$612,000.00		\$6	12,000.00
C=Contingent, U=U	nliquidated D=Disputed								
Transfer History									
Date Filed	Date Effective			Transfer	Туре	Transferor	Tran	sferee	Status
No records found									
Objection Histor	TV								
Date Created				Name		22		Basis	Status
	ap Borrower Claims Trust's Fifty s; (B) Late-Filed Borrower Clain						rrower	Late-Filed Borrower Claim	Pending
Claim Withdraw	al History								A III S III A III
Date Fi		ket Num	ber			Document Name		File Si	e
No records found									
Stipulation Histo	ory								
Date Fi		ket Num	ber			Document Name		File Siz	e
No records found		MILE STREET	NAME OF TAXABLE PARTY.		-u-Aren-				

This website is maintained for the public's convenience and for informational purposes only. Users of this website should not take or refrain from taking any action based upon content included in the website or in the results of any search made on this site without seeking legal counsel on the particular facts and circumstances at issue from a licensed attorney. All search results provided through this website are qualified in their entirety by the official register of claims and the Schedules of Assets and Liabilities ("Schedules") filed in the bankruptcy case/s of the debtor/s.

Without limiting the generality of the foregoing, any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission that such amounts are not "disputed", "contingent", or "unliquidated". Further, each debtor reserves the right to amend their Schedules and Statements of Financial Affairs as necessary and appropriate. Debtors further reserve the right to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated".

The Debtor has listed your claim as Contingent, Unliquidated, and Disduted on Schedule F as a General Unsecured claim in the amount of \$0.00. You MUST timely file a Proof of Claim or you will be forever barred from recovery.

B 10 Modified (Official Form 10) (12/11)

	COURT FOR THE SOUTHE	ERN DISTRICT OF NEW YORK	PROOF OF CLAIM
Name of Debtor:	GMAC Mortgage, LLC	Case Number: 12-1	2032
NOTE: This form should not be use	ed to make a cloim tow an administrative expens	use tother than a claim asserted under 11 U.S.C. 8 503(h)(01) or	ricing often the commencement of the
varue of Creditor (the person or other	rentity to whom the debtor owes money or pro-	n a claim asserted under 11 U.S.C. § \$03(b)(9)) may be filed pu sperty):	Check this box if this claim
	nerica a coporation Bank of America Hom	ne Loans a corporation Bank of America NA a et al	amends a previously filed claim.
Walter Olszewski vs Bank o	f America a coporation Bank of Ar	merica Home Loans a corporation Bank of	Court Claim
America NA a et al 104 W Loma Alta Dr			Number: (If known)
Altadena, CA 91101			Piled on:
elephone number:		(Mining)	Theck this box if you are aware that anyone else has filed a proof
	uild be sent (if different from above):	emails	of claim relating to this claim.
	NLIMITED CORP		Attach copy of statement giving particulars.
P.O. Box 9	4355, Pasadena, California	a 91109	
	200 777/	email: Oknotria@carthliai.mei	5. Amount of Claim Entitled to Priority under U.S.C.
1. Amount of Claim as of Date Ca if all or part of the claim is secured, of If all or part of the claim is entitled to ACheck this box if the claim include	complete item 4. o priority, complete item 5.	D = \$612,000.00 Oct.27,2006 rincipal amount of the claim. Attach a statement that itemizes	\$507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.
Basis for Claim: Promi	224%	tendered on October 26, 2006	Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
(See instruction #2)			□ Wages, salaries, or
Last four digits of any number by hich creditor identifies debtor:	3a. Debtor may have scheduled account as:	: 3b. Uniform Claim Identifier (optional):	commissions (up to \$11.725*) carned within 180 days before the case was filed or the
760-8	(See instruction #3a)	(See instruction #3b)	debtor's business ceased, whichever is earlier = 11
escribe: alue of Property:\$ <u>612,000.00</u> nount of arrearage and other char	: 「Real Estate 「Motor Vehicle Mother] Annual Interest Rate 6.9224% xxx (when case was filed) ges, as of the time case was filed, included in		(7) Up to \$2,600° of deposits toward purchase, lease, or rental of property or services for personal, family, or household use = 11 U.S.C.
any: \$	Basis for perf	fection:	§507 (a)(7).
			(I Takes or nonsidue owed to
	2,000.00 Amount Uns	_	CT Taxes or pensities owed to governmental units = 11U.S.C. \$507 (a)(8)
mount of Secured Claim: 3 \$61. Claim Pursuant to 11 U.S.C. § 503(b) licate the amount of your claim arising turns account of the above case, in white	(9); from the value of any goods received by the Debre shithe goods have been seld to the Debrer in the or	_	governmental units - HU.S.C.
Claim Pursuant to 11 U.S.C. § 503(b) dicate the amount of your claim arising tumnencement of the above case, in while proving such claim. N/A	(9): from the value of any goods received by the Debro th the goods have been seld to the Debro in the or (See instruction #6)	or within 20 days before May 14, 2012, the date of ordinary course of such Debtor's business. Attach documentation	governmental units = 14U,S,C, \$507 (a)(8) Other = Specify applicable paragraph of 11 U.S.C, §507
Claim Pursuant to 11 U.S.C. § 504(b) dictate the amount of your claim arising 1 immencencent of the above case, in white pporting such claim. Credits. The amount of all payments Documents: Attached are reducted to mized statements of running accounts impleted, and reducted copies of documents and reducted copies of documents.	(9); from the value of any goods received by the Debte the the goods have been seld to the Debter in the or (See instruction #6). on this claim has been credited for the purpose expires of any documents that support the claim.	or within 20 days before May 14, 2012, the date of editory course of such Debtor's business. Attach documentation of making this proof of claim. (See instruction #7)	governmental units = 1 IU.S.C. §507 (a)(8) Other = Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority:
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Registered MailTM RA 329 754 717 US

August 29, 2013

Walter Olszewski 104 West Loma Alta Drive Altadena, California 91001



United States Bankruptcy Court for the Southern District of New York One Bowling Green, Room 534 New York, New York 10004

Dear Trustee,
I am sending you my "Notarize Affidavit of
Loss" to support my "Notarize B-10".
I was not given the proper time to file.
Would you please include my Priority secured
claim into Case #12-12032.

Thank you very much,

Walter Olszewski

JURAT

State of California County of Los Angeles



Subscribed and sworn to (or affirmed) before me on ___August 29, 2013

WALTER OLSZEWSKI

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared

before me. Signature of Notary Public in and for said State

> Henk Neef Printed Name of Notary

OPTIONAL INFORMATION

Description of Attached Document: B 10 FORM / COURT CASE 12-12032

Number of Pages:

2 (INCLUDING THIS ATTACHMENT)

Document Date:

August 29, 2013

OF SIGNER #1

RIGHT THUMPRINT



Embosser Seal



AFFIDAVIT Of LOSS

CASE # 12-12032

Affiants States: Comes now Walter Olszewski, Creditor, a Real Party in Interest, who is neutral in the public, who is unschooled in law, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E (8), a restricted appearance, and notices the court of enunciation of principles as stated in <u>Haines v. Kerner</u>, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/ or complaints shall have the court look to the substance of the pleadings rather in than the form, and hereby makes the following pleadings/ notices in the above referenced matter without waiver of any other defenses.

Affiants States: Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An unrebutted affidavit stands as truth in commerce.

An unrebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

FACT: Debtor, GMAC Mortgage,LLC_mislead the Court with the statement ... "Unsecured claim to the amount of \$0.00"

FACT: Sponsor of the credit, Walter Olszewski received the B10 after the filing date.

Affiants Demands: I am demanding that Debtor, GMAC Mortgage, LLC provide proof that B 10 was served before the dead line for Walter Olszewski to file priority claim in the amount of \$612,000.00. Affiants States: that the Debtor, GMAC Mortgage, LLC "FAULTLY" listed Unsecured general claim in the amount of \$0.00 was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants States: In the event that the Debtor, GMAC Mortgage, LLC failed to serve the information to Walter Olszewski before the decline to file the B10 form was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy. Affiants requests the court: The right to file Priority secured claim in the amount of \$612,000.00

Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by Debtor, GMAC Mortgage, LLC through tacit procuration to this WRITTEN REQUEST AFFIDAVIT (PRIVATE) [Registered Mail ** RA 329 754 7/7 US*] and the whole matter shall be deemed res judicata and stare decisis. Affiants States: When no verified Affidavit rebuttal of this "REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as Debtor, GMAC Mortgage, LLC's stipulated judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Affiants States: Power of Attorney: When Debtor, GMAC Mortgage, LLC, fails by not rebutting to any part of this "Affidavit" Debtor, GMAC Mortgage, LLC, agrees with the granting unto Walter Olszewski's unlimited Power of Attorney and any and all full authorization in signing or endorsing Debtor, GMAC Mortgage, LLC 's name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by Debtor, GMAC Mortgage, LLC, waives any and all claims of Walter Olszewski, and/or defenses and remains in effect until satisfaction of all obligation(s) including the LOSS OF \$612,000.00 by Debtor, GMAC Mortgage, LLC, has been satisfied.

In Witness hereof I walter set my hand/seal/mark; My name is non-negotiable;

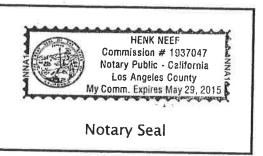
Date (unquest 29 2013

Walter Olszewski

Secured Party Creditor

JURAT

State of California County of Los Angeles



Subscribed and sworn to (or affirmed) before me on <u>August 29, 2013</u>

WALTER OLSZEWSKI

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary Public in and for said State

Henk Neef Printed Name of Notary

OPTIONAL INFORMATION

Description of Attached Document: AFFIDAVIT OF LOSS

Number of Pages:

2 (INCLUDING THIS ATTACHMENT)

Document Date: August 29, 2013

RIGHT THUMPRINT OF SIGNER #1

RIGHT THUMPRINT

Embosser Seal





New Century Title Company

2105 South Bascom Ave Suite 135 Campbell, CA 95008 Phone: (800) 923-8923 ◆ Fax: (408) 626-6121

October 26, 2006

Escrow No: 72061025SE

Walter Olszewski Bonita Olszewski 104 West Loma Alta Dr Altadena, CA 91001

RE: 104 West Loma Alta Dr. Altadena, CA 91001

Dear Walter Olszewski and Bonita Olszewski,

The above referenced escrow closed on 10/27/2006. The following items are enclosed for your records.

- Proceeds wire in the amount of \$84358.44
- Closing Statement
- HUD Settlement Statement

It has been a pleasure handling this transaction for you. Please do not hesitate to contact our office if you have any questions regarding this matter.

Sincerel

Stephanid Evan Escrow Officer

O COPY

Filed 02/18/14 Entered 02/19/14 11:12:00 12-12020-mg Doc 6504 Main Document Pg 65 of 99 **Homecomings Financial** A GMAC Company

Is Your Contact Information Correct?

Home Phone Number: 626-399-7776

Borrower 1 Work Phone Number: Not on File, Please Provide Mailing Address: 104 W Loma Alta Dr, Altadena CA 91001-3933

Our customer service center can respond more quickly and accurately to any questions or concerns you encounter during the life of your loan, if we have your correct contact information. If any of this information needs to be updated, please use the form on the back of the coupon or log on to www.homecomings.com. We appreciate your assistance!

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+ 0126422 000122574 09HWCA 0932798 P258

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT PLEASE INCLUDE LOAN NUMBER ON YOUR CHECK

Homecomings Financial P.O. Box 650515 Dallas, TX 75265-0515

If sending more than total amount due, please show how it should be applied and the total amount enclosed.

Total Amount Due

+Additional Principal

+Additional Escrow

+Future or Partial Payment(s)

=Total Amount Enclosed

Pay online: www.homecomings.com

Loan Number: 0471197608 Payment Due: 1st of the month

Total Amount Due \$3,300.00 Late fee assessed after the 16th

Homecomings Financial P.O. Box 650515 Dallas, TX 75265-0515

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PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT PLEASE INCLUDE LOAN NUMBER ON YOUR CHECK

Homecomings Financial P.O. Box 650515 Dallas, TX 75265-0515

Check here and complete form on reverse side if your address or other information has changed

Pay online: www.homecomings.com

Loan Number: 0471197608 Payment Due: 1st of the month

Total Amount Due \$3,300.00 Late fee assessed after the 16th

Homecomings Financial

P.O. Box 650515

If sending more than total amount due, please show how it should be applied and the total 'amount enclosed.

Total Amount Due

+Additional Principal

+Additional Escrow

+Future or Partial Payment(s)

=Total Amount Enclosed

Dallas, TX 75265-0515

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12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document Pg 66 of 99

Homecomings Financial

A GMAC Company

OCTOBER 18TH, 2006

WALTER OLSZEWSKI 104 W LOMA ALTA DRIVE ALTADENA, CA 91001

RE:

Loan #: 047-119760-8

Property Address: 104 W LOMA ALTA DRIVE

ALTADENA, CA 91001

Thank you for applying for your mortgage loan with **WALL ST. MORTGAGE INC**.

Your broker has submitted your application to Homecomings Financial
for approval. You will be receiving assorted information and requests related to your loan application. Among the items you received today are several disclosure statements which are for your own reference and are not required to be returned to our office.

If you have any questions regarding the loan application process, please do not hesitate to contact your loan officer at **WALL ST. MORTGAGE INC**.

Once again, thank you for choosing **WALL ST. MORTGAGE INC** as your broker. We at Homecomings Financial look forward to providing you and **WALL ST. MORTGAGE INC** with the highest level of service.

Sincerely,

Homecomings Financial



Pg 67 of 99 NEW CENTURY TITLE COMPANY

2105 South Bascom Ave, Suite 135, Campbell, CA 95008 (800) 923-8923

BUYERS/BORROWERS CLOSING STATEMENT Final

iyer/Borrower

Walter Olszewski Bonita Olszewski

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL

Escrow No: Close Date:

Reference #1: Reference #2: 72061025-169 SE 10/27/2006

Proration Date: Date Prepared:

10/26/2006

Debit

995.00 11,520.00

835.00

650,96

Credit

576,000,00 36,000.00

\$612,000.00

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Ref Ref NEW L Pro	AND EXISTING ENCUMBRANCES: definance from Homecomings Financial, LLC definance from Homecomings Financial, LLC LOAN CHARGES: drocessing to Wall Street Mortgage droker Origination to Wall Street Mortgage	

Lender Loan Charge to Homecomings Financial, LLC	
Broker Fee from HF to broker to Wall Street Mortgage	(POC \$2,424.96)
Broker Fee from HF to broker to Wall Street Mortgage	(POC \$540.00)
Prepaid Interest to Homecomings Financial, LLC	(
@ \$108.493 per day From 10/26/06 To 11/01/06	
Yield Spread Premium to Wall Street Mortgage	(\$2,424.96)
0.00 to Wall Street Mortgage	(\$540.00)
ESCROW CHARGES	255-000000
Escrow Fee to New Century Title Company	
RECORDING FEES:	
Recording Fees to New Century Title Company	

ADDITIONAL CHARGES:
Notary to ASAP Signing Services
1st Installment 2006-2007 taxe to Los Angeles Cnty Tax Collector
AYOFFS:

Payoff to Varris	Mortgage solutions
\$440,953.35	Principal Balance
\$5,012.58	Interest to 11-04-2006
\$25.00	Demand
\$119.42	Late Charges
\$61.40	Recon
Payoff to Chase	Home Equity
\$62,158.12	Principal Balance
\$393.40	Interest From 10/03/2006 to 10/31/2006
\$514.36	Interst till 10-3
\$400,00	Pre Payment

TITLE CHARGES:
Lenders Policy to New Century Title Company
Owners Policy to New Century Title Company
Wire Fees to New Century Title Company
Messenger / Fed Ex Fees to New Century Title Company

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lew Century Title Company 105 South Bascom Ave ivite 135		720	61025-169 SE	LOAN NUMBER: 047-119760-8
ampbell, CA 95008		B. MOR	GAGE INSURANCE CASE NUMBER:	
	a statement of actual settlement co	sts. Amounts p	aid to and by the settlement agent are shown. I purposes and are not included in the totals.	SH 5 9
NAME OF BODDOMED			purposes and are not included in the totals	
V	Valter Olszewski and Bonita (JISZĘWSKI		
	04 West Lome Alla Dr Madena, CA 91001		Con	-
NAME OF SELLER:			CORRECT COPY OF THE ORIO	4-
ADDRESS OF SELLER:			New Contary Tru	AND FINAL
NAME OF LENDER:	Homecomings Financial, LLC	7	Macch	
and the second second second second	1650 Corporate Circle, Ste 10 Petaluma, CA 94954	00 [7 CO	~
	104 West Loma Alta Dr Altadena, CA 91001 Los Angeles		COPY	
SETTLEMENT AGENT:	New Century Title Compar		- Committee of the comm	
PLACE OF SETTLEMENT: SETTLEMENT DATE:	2105 South Bascom Ave, 10/27/2006		ampbell, CA 95008 DRATION DATE: FUNDIN	G DATE:
SUMMARY OF BORRO			K. SUMMARY OF SELLER'S TRANSA	(Mark) (1)
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12. Personal Property		THE RESERVE AND THE PERSON NAMED IN	402. Personal Property	¥ .
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32. Less amount paid by/for Borrov	yer (line 220)	612,000.00 84.358.44	603. Cash TO/FROM Seller:	0.00

Main Document

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Based on Price \$	Paid from Paid from	om
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Assumption Fee	and the second of the second o	
Processing to Wall Street Mortgage	995.00	
Broker Origination to Wall Street Mortgage	11,520.00	
Lender Loan Charge to Homecomings Financial , LLC	835.00	
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Yield Spread Premium to Wall Street Mortgage	(\$540.00).	
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Interest from 10/26/06 to 11/01/06 @\$108.493/day (6 days)	650,96	
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Title Charges: 11. Settlement or closing fee to New Century Title Company 12. Abstract or title search 13. Title examination 14. Title insurance binder 15. Document preparation 16. Notary Fees 17. Attorney's Fees (Includes above item numbers:) 18. Title insurance (includes above item numbers:) 19. Title insurance (includes above item numbers:) 10. Lender's coverage \$ 10. Lender's coverage \$ 11. Lender's coverage \$ 11. 12. See attached for breakdown 10. Government Recording and Transfer Charges 10. Recording Fees: Deed \$ 10. Montgage \$ 150.00 Release \$ 10. City/County tax/stamps 10. State tax/stamps 10. State tax/stamps 10. County Transfer Tax 10. County Transfer Tax 10. County Transfer Tax	1,363.00 125.00	
7. Title Charges 11. Settlement or closing fee to New Century Title Company 12. Abstract or title search 13. Title examination 14. Title insurance binder 15. Document preparation 16. Notary Fees 17. Altorney's Fees (Includes above item numbers:) 18. Title Insurance (includes above item numbers:) 19. Lender's coverage \$ 11. 12. 13. "See attached for breakdown 10. Government Recording and Transfer Charges 101. Recording Fees: Deed\$ Mortgage \$ 150.00 Release \$ 202. City/County tax/stamps 203. State tax/stamps 204. City Transfer Tax 205. County Transfer Tax 206.	1,363.00 125.00	
7. Title Charges: 11. Settlement or closing fee to New Century Title Company 12. Abstract or title search 13. Title examination 14. Title insurance binder 15. Document preparation 16. Notary Fees 17. Attorney's Fees (Includes above item numbers:) 18. Title insurance (includes above item numbers:) 19. Lender's coverage \$ Lender's coverage \$ Lender's coverage \$ Lender's coverage \$ 11. 12. 13. "See attached for breakdown 10. Government Recording and Transfer Changes; 10.1. Recording Fees: Deed\$ Mortgage \$ 15.0.00 Release \$ 202. City/County tax/stamps 204. City Transfer Tax 205. County Transfer Tax 206. 207. 206. Additional Settlement Charges:	1,363.00 125.00	
7. Title Charges: 11. Settlement or closing fee to New Century Title Company 12. Abstract or title search 13. Title examination 14. Title insurance binder 15. Document preparation 16. Notary Fees 17. Attorney's Fees (Includes above item numbers:) 18. Title insurance (includes above item numbers:) 19. Lender's coverage \$ Lender's coverage \$ Lender's coverage \$ Lender's coverage \$ 11. 12. 13. "See attached for breakdown 10. Government Recording and Transfer Changes; 10.1. Recording Fees: Deed\$ Mortgage \$ 15.0.00 Release \$ 202. City/County tax/stamps 204. City Transfer Tax 205. County Transfer Tax 206. 207. 206. Additional Settlement Charges:	1,363.00 125.00	
1. Settlement or closing fee to New Century Title Company 12. Abstract or title search 13. Title examination 14. Title insurance binder 15. Document preparation 16. Notary Fees 17. Altorney's Fees (Includes above item numbers:) 18. Title insurance (includes above item numbers:) 19. Lender's coverage \$ 576,000.00 10. Owner's coverage \$ Lender's coverage \$ Lender's coverage \$ 11. 12. 13. "See attached for breakdown 10. Government Recording and Transfer Charges 101. Recording Fees. Deed \$ Mortgage \$ 150.00 Release \$ 120.2. City/County tax/stamps 102. City/County tax/stamps 103. State tax/stamps 104. City Transfer Tax 105. County Transfer Tax 106. Additional Settlement Charges: 107. Survey to	1,363.00 125.00	
7. Title Charges 11. Settlement or closing fee to New Century Title Company 12. Abstract or title search 13. Title examination 14. Title insurance binder 15. Document preparation 16. Notary Fees 17. Altorney's Fees (Includes above item numbers:) 18. Title Insurance (includes above item numbers:) 10. Settle Insurance (includes above item numbers:) 10. Lender's coverage \$ 10. Lender's coverage \$ 11. Lender's coverage \$ 11. Lender's coverage \$ 11. Lender's coverage \$ 12. Altorney's Fees (Includes above item numbers:) 12. Clay Court Recording and Transfer Charges 13. "See attached for breakdown 14. Government Recording and Transfer Charges 15. Lender's coverage \$ 15. Lender's coverage \$ 16. Lender's coverage \$ 17. Lender's coverage \$ 18. Lender's coverage \$ 19. Lender's coverage \$ 10. Lender's coverage \$ 11. Lender's coverage \$ 12. Lender's coverage \$ 12. Lender's coverage \$ 15. Lender's coverage \$ 16. Lender's coverage \$ 17. Lender's coverage \$ 18. Lender's coverage \$ 19. Lender's coverage \$ 10. Lender's coverage \$ 10. Lender's coverage \$ 10. Lender's coverage \$ 10. Lender's coverage \$ 11. Lender's coverage \$ 12. Lender's coverage \$ 13. "See attached for breakdown 14. Lender's coverage \$ 15. Lender's coverage \$ 16. Lender's coverage \$ 17. Lender's coverage \$ 18. Lender's coverage \$ 18. Lender's coverage \$ 19. Lender's coverage \$ 10. Lender's coverag	1,363.00 125.00	
1. Settlement or closing fee to New Century Title Company 12. Abstract or title search 13. Title examination 14. Title insurance binder 15. Document praparation 16. Notary Fees 17. Altorney's Fees (Includes above item numbers:) 18. Title Insurance (includes above item numbers:) 19. Lender's coverage \$ 576,000.00 10. Owner's coverage \$ 1576,000.00 11. Owner's coverage \$ 1. 11. 12. 13. "See attached for breakdown 10. Government Recording and Transfer Charges; 101. Recording Fees: Deed\$ Mortgage \$ 150.00 Release	1,363.00 125.00	
17. Settlement or closing fee to New Century Title Company 12. Abstract or title search 13. Title examination 14. Title insurance binder 15. Document preparation 16. Notary Fees 17. Altorney's Fees (Includes above item numbers:) 18. Title Insurance (includes above item numbers:) 19. Lender's coverage \$ 576,000.00 10. Owner's coverage \$ Lender's coverage \$ Lender's coverage \$ 11. 12. 13. "See attached for breakdown 10. Government Recording and Transfer Charges 101. Recording Fees: Deed\$ Mortgage \$ 150.00 Release \$ 150.00 Relea	1,363.00 125.00	
1. Settlement or closing fee to New Century Title Company 12. Abstract or title search 13. Title examination 14. Title insurance binder 15. Document praparation 16. Notary Fees 17. Altorney's Fees (Includes above item numbers:) 18. Title Insurance (includes above item numbers:) 19. Lender's coverage \$ 10. Lender's coverage \$ 10. Lender's coverage \$ 11. 12. 13. "See attached for breakdown 10. Government Recording and Transfer Charges 101. Recording Fees: Deed\$ 150.00 Release \$ 102. City/County tax/stamps 103. State tax/stamps 104. City Transfer Tax 105. County Transfer Tax 106. Additional Settlement Charges: 107. Boursetton 108. See attached for Drases 109. Additional Settlement Charges: 109. Additional Settlement Charges: 109. Pest Inspection 109. Additional Settlement Charges: 109. County Transfer Tax 109. Additional Settlement Charges: 109. A	1,363.00 125.00	
1. Settlement or closing fee to New Century Title Company 12. Abstract or title search 13. Title examination 14. Title insurance binder 15. Document preparation 16. Notary Fees 17. Altorney's Fees (Includes above item numbers:) 18. Title Insurance (includes above item numbers:) 19. Lender's coverage \$ 576,000.00 10. Owner's coverage \$ 576,000.00 11. Owner's coverage \$ 1.1. 12. 13. "See attached for breakdown 10. Government Recording and Tabster Charges: 11. 12. 13. "See attached for breakdown 10. Government Recording and Tabster Charges: 101. Recording Fees: Deed\$ Mortgage \$ 150.00 Release \$ 120.00 Release \$	1,363.00 125.00 85.00	
17. Settlement or closing fee to New Century Title Company 12. Abstract or title search 13. Title examination 14. Title insurance binder 15. Document preparation 16. Notary Fees 17. Altorney's Fees (Includes above item numbers:) 18. Title Insurance (includes above item numbers:) 19. Lender's coverage \$ 576,000.00 10. Owner's coverage \$ Lender's coverage \$ Lender's coverage \$ 11. 12. 13. "See attached for breakdown 10. Government Recording and Transfer Charges; 101. Recording Fees: Deed\$ Mortgage \$ 150.00 Release \$ 150.00 Rele	1,363.00 125.00	0.

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schments:	Pg 70 of 99	Escrow Number:	72061025-1	MB No. 2502-026 69 SE
EAKDOWN OF NEW L	OANS	Senior State of	-	
Description			Buyer Amount	Seller Amount
Homecomings Financial	, LLC, 1650 Corporate Circle, Ste 100, Petaluma,	CA 94954, Loan# 04	576,000.00	
	,LLC, 1650 Corporate Circle, Ste 100, Petaluma, 0		36,000.00	141
5.5296 71.50.350	Total of New Loans.		612,000.00	
D 800 ITEMS PAYABLE	IN CONNECTION WITH LOAN			
Description	90 " E S" "		Buyer Amount	Seller Amount
2. Broker Fee from HF to	broker to Wall Street Mortgage (Bu	ıyer \$2,424.96 P.O.C.)		
Broker Fee from HF to	broker to Wall Street Mortgage (I	Buyer \$540.00 P.O.C.)		
v	Total as shown on HUD Page 2 Line #81	1.	0.00	
D 1113 DETAILED BRE	AKDOWN OF TITLE CHARGES	HTA Y	Nac - III	
Description		v v v v (Buyer Amount	Seller Amount
14. Wire Fees to New Co	entury Title Company		25.00	
15. Messenger / Fed Ex	Fees to New Century Title Company		60.00	
>	Total as shown on HUD Page 2 Line #11	13.	85.00	
ID 1307 DETAILED BRE	EAKDOWN OF ADDITIONAL SETTLEMENT CHA	RGES#	7	
Description	A	· == 0	Buyer Amount	Seller Amount
08. Notary to ASAP Sign	ing Services	H REAL PROPERTY OF	150.00	
	2007 taxe to Los Angeles Cnty Tax Collector		1,879.97	
17 11	Total as shown on HUD Page 2 Line #13	07.	2,029.97	



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FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Borrower:

WALTER OLSZEWSKI 104 W LOMA ALTA DRIVE ALTADENA, CA 91001

Loan Number: 047-119760-8

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Date: 10/09/2006

annual Percentage Rate	Finance Charge	Amount Financed	Total of payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments
8.2507%	\$1,428,680.77	\$572,973.15	as scheduled, \$2,001,653.92

'our payment schedule will be.

No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amo	unt Pmts.	Month Pmts.	ly Begin	No. of Pmts.	ount Pmts.	Month	ly Begin
12 12 12 2 321	1744.28 1875.10 2015.73 2166.91 4782.04 394663.94	01/01/2007 01/01/2008 01/01/2009 01/01/2010 03/01/2010 12/01/2036								***************************************	Degin
8	:						×				
	5										
83											

RIABLE RATE: Your loan contains a variable-rate feature. Disclosures out the variable-rate feature have been provided to you earlier.

ISURANCE: The following insurance is required to obtain credit: * Property You may obtain the insurance from anyone that is acceptable to creditor.

CURITY: You are giving a security interest in real property you already own. Property Address: 104 W LOMA ALTA DRIVE, ALTADENA, CA 91001

.TE CHARGE: If a payment is more than 15 days late, you will be charged 5 \boldsymbol{t} of the overdue payment of principal and interest.

EPAYMENT: If you pay off your loan early, * You may have to pay a penalty. * You will not be entitled to a refund of part of the finance charge.

SUMPTION: Someone buying your property may assume the remainder of your loan on the original terms.

- l dates and numerical disclosures except the late payment disclosures are estimates.
- e your contract documents for any additional information about nonpayment, default, any quired repayment in full before the scheduled date, and prepayment refunds and penalties.

ILTER OLSZEWSKI

Date

Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document 12-12020-mg GOOD SAITHESTIMATE OF SETTLEMENT CHARGES

Borrower:

WALTER OLSZEWSKI 104 W LOMA ALTA DRIVE ALTADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
P.O. BOX 808024

PETALUMA, CA 94975-8024

Loan Number: 047-119760-8

Date: 10/09/2006

The information provided below reflects estimates of the charges which you are likely to incur t the settlement of your loan. The fees listed are estimates - the actual charges may be more r less. Your transaction may not involve a fee for every item listed.

The numbers listed beside the estimates generally correspond to the numbered lines contained not the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 ettlement statement will show you the actual cost for items paid at settlement.

	NOONT:			\$ 576000.00
TRMIZ	ATION OF PREPAID FINANCE CHARGES:	70		
809	Broker Fee from HF to Broker to Mortgage Proken			
810	3.25% (P.O.C.) \$18720.00 pd by Lender LENDER LOAN CHARGE TO HFN			
811	BROKER PROCESSING FEE	35	835.00	
901	Prepaid Interest for 122 to 10005		995.00	
1101	Prepaid Interest for (11/01/2006 - 12/01/2006) Settlement or Closing Fee to CLOSING AGENT FEE		946.85 250.00	
	TOTAL PREPAID FINANCE CHARGE			
	TAMES CHARGE			\$ 3026.85
	AMOUNT FINANCED			
				\$ 572973.15

THER SETTLEMENT CHARGES:

AMOUNTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR -1106 Notary Fee to NOTARY FEE 108 Title Insurance to TITLE 201 Recording Fee

100.00 75.00

1855.00 571118.15

TOTAL OTHER SETTLEMENT CHARGES

LOAN PROCEEDS

ese estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information a be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application to purchase residential real property and the lender will take a first fien on the property.

e will require (a) particular provider(s) from a list that we control or approve. The specific provider(s) and the actual cost(s) ll be disclosed to you at settlement.

(We) hereby acknowledge that I (we) have received a completed copy of the HUD Special Information Booklet "Settlement Cost", dess the loan being applied for is for refinancing the property.

for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I(we) agree to reimburse the lender rany and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.

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Pg 73 of 99 FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

rrower:

ALTER OLSZEWSKI D4 W LOMA ALTA DRIVE LTADENA, CA 91001

Creditori

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Date: 10/18/2006

man Number: 047-119760-8

Annual Percentage Rate	FINANCE CHARGE	Amount Financed	Total of payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6.9224%	\$884,451.25	\$572,973.15	\$1,457,424.40

our payment schedule will be:

Io. of	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin
120	3300.00	01/01/2007						
239	4422.61							
1	4420.61	12/01/2036						

SURANCE: The following insurance is required to obtain credit: * Prope You may obtain the insurance from anyone that is acceptable to creditor. * Property

CURITY: You are giving a security interest in real property you already own. Property Address: 104 W LOMA ALTA DRIVE, ALTADENA, CA 91001

TE CHARGE: If a payment is more than 15 days late, you will be charged 5 \$ of the overdue payment of principal and interest.

EPAYMENT: If you pay off your loan early, * You will not have to pay a penalty. * You will not be entitled to a refund of part of the finance charge.

 ${\tt SUMPTION:}$ Someone buying your property cannot assume the remainder of your loan on the original terms.

- 1 dates and numerical disclosures except the late payment disclosures are estimates.
- e your contract documents for any additional information about nonpayment, default, any quired repayment in full before the scheduled date, and prepayment refunds and penalties.

ALTER OLSZEWSKI

Date

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Pg 74 of 99 good faith estimate of settlement charges

Borrower:

WALTER OLSZEWSKI 104 W LOMA ALTA DRIVE ALTADENA, CA 91001

Loan Number: 047-119760-8

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Date: 10/18/2006

The information provided below reflects estimates of the charges which you are likely to incur t the settlement of your loan. The fees listed are estimates - the actual charges may be more r less. Your transaction may not involve a fee for every item listed.

The numbers listed beside the estimates generally correspond to the numbered lines contained n the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 ettlement statement will show you the actual cost for items paid at settlement.

K MAO	AMOUNT:	\$	576000.00
810 811 901 1101	ZATION OF PREPAID FINANCE CHARGES: Broker Fee from HF to Broker to Mortgage Broker 0.421% (P.O.C.) \$2424.96 pd by Lender LENDER LOAN CHARGE TO HEN 835 BROKER PROCESSING FEE 995 Prepaid Interest for (11/01/2006 - 12/01/2006) 946 Settlement or Closing Fee to CLOSING AGENT FEE 250	00 85	
	TOTAL PREPAID FINANCE CHARGE	\$	3026.85
	AMOUNT FINANCED	\$	572973.15
THER	SETTLEMENT CHARGES:		
AMOU 1106 1108 1201	ONTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR - Notary Fee to NOTARY FEE Title Insurance to TITLE Recording Fee 100 1680 75	00	
	TOTAL OTHER SETTLEMENT CHARGES LOAN PROCEEDS	\$	1855.00
	LOAN PROCEEDS	\$	571118.15

iese estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information n be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application to purchase residential real property and the lender will take a first fien on the property.

e will require (a) particular provider(s) from a list that we control or approve. The specific provider(s) and the actual cost(s) il be disclosed to you at settlement.

(We) hereby acknowledge that I (we) have received a completed copy of the HUD Special Information Booklet "Settlement Cost", less the loan being applied for is for refinancing the property.

for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I(we) agree to reimburse the lender r any and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.

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HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL

Program Name: ADVANTAGE 30YR INT ON Interest-Only LIBOR ARM

ADJUSTABLE RATE MORTGAGE LOAN PROGRAM DISCLOSURE YEAR FIXED, I YEAR ADJUSTMENT WITH INTEREST RATE LIMIT (InterestOnly YEARS)

Important Information About the Adjustable Rate Mortgage

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs is available upon request.

HOW YOUR INTEREST RATE AND INITIAL PAYMENT ARE DETERMINED:

Your initial interest rate is not based on the index described below which is used to make later adjustments; your initial interest rate may include a discount or premium based on market conditions at the time the loan is made. Ask the Lender about the current amount of discount or premium.

During the period that you make payments of interest only, your payments will be based on the interest rate and loan balance. For the first () years of the loan term, interest only payments are required. This means that the regular monthly payment will not reduce the principal balance during the first () years of your loan.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED:

, the payment will be amortized over the remaining term and applied towards principal and interest. Your payment Beginning in year will then be based on the interest rate, loan balance and remaining loan term. Beginning in year and thereafter, your interest rate will be based on an index rate plus a specified number of percentage points (the "Margin").

The interest rate will be based on the average of interbank offered rates for 1-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal (the "Index"), plus the Margin. Ask the Lender for the current interest rate and Margin. The most recently available Index figure as of the date 45 days before each interest rate change date occurs will be used to calculate changes in the interest rate. Another Index may be substituted if this Index ceases to be publicly announced.

Your interest rate will equal the Index rate plus the Margin rounded to the nearest one-eighth of one percentage point (0.125%) unless your interest rate "Cap" limits the amount of change in the interest rate. If this resultant interest rate is lower than the previous interest rate, the Lender must reduce the interest rate. If the resultant interest rate is higher, the Lender has the right to increase the interest rate. Although taking such an increase is optional by the Lender, you should be aware that the Lender has this right and may exercise it.

After the first months, your monthly payment is the amount that will be necessary to pay the loan in full by the end of the loan term in substantially equal payments of principal and interest at the interest rate then in effect.

HOW YOUR INTEREST RATE AND MONTHLY PAYMENT CAN CHANGE:

Your interest rate can change on the th month and every 12 months thereafter. The cap on an increase or decrease to your inte percentage points. The cap on increases or decreases to your interest rate at each subsequent adjustment the initial adjustment will be set at percentage point(s). The cap on increases to your interest rate over the term of the loan will be set at percentage points above the initial interest rate. The interest rate over the term of the loan will never decrease to a rate lower than the Margin. Ask the Lender for the current per adjustment and lifetime interest rate caps.

During the first months, your monthly payment will consist of interest only and will not require any payment of principal.

Your monthly payment can change on the month and every 12 months thereafter based on changes in the interest rate. Your monthly payment can increase or decrease substantially based on changes in the interest rate.

If you make a prepayment of principal during the interest only period, your payment amount for subsequent payments during the interest only period will be reduced to the amount necessary to pay interest at the then current interest rate on the unpaid principal balance of your loan.

After the first months, Lender will recalculate your monthly payment based on an amount necessary to fully repay the unpaid principal balance at the then current interest rate on the maturity date in equal monthly payments.

NOTICE OF INTEREST RATE AND PAYMENT AMOUNT CHANGES:

- . You will be notified in writing at least 25 days but not more than 120 days before the payment adjustment may be made. Your notice will contain information about your interest rates, payment amounts, and loan balance.
- For example, on a \$10,000, 30-year loan with an initial interest rate of 0.000% (an index value in effect January 2005, plus the margin, adjusted by the interest rate discount, and rounded to the nearest one-eighth of one percentage point (0.125)), the maximum amount that the interest rate can increase under this program is 6%, or in this example, to 0.000%. The monthly payment can increase from a firstto a maximum of \$ in the year, assuming the interest rate were to increase as rapidly as possible.
- To see what your payments would be, divide your loan amount by \$10,000; then multiply the monthly payment by that amount. The initial monthly payment for a 30-year mortgage amount of \$60,000 would be: \$60,000 divided by \$10,000 = 6; 6 x \$ for the first months.

 This disclosure is intended for reference purposes only. It is not an offer to enter into an interest rate or discount point agreement. For properties in Minnesot such an offer may only be made pursuent to Minnesota Statutes 47.208, subd. 3 and 4. Receipt of a copy of this Statement and The Consumer Handbook on Adjustable Rate Mortgages is hereby acknowledged. 						
Borrower - WALTER OLSZEWSKI	Date					
Borrower -	Date					

NEW CENTURY TITLE COMPANY

2105 South Bascom Ave, Suite 135, Campbell, CA 95008 (800) 923-8923

BUYERS/BORROWERS CLOSING STATEMENT Estimated

uyer/Borrower:

Walter Olszewski

Bonita Olszewski

Escrow No:

72061025-169 SE

Close Date:

Proration Date: Date Prepared:

10/20/2006

Reference #1: Reference #2:

roperty: 104 West Loma Alta Dr Altadena, CA 91001

Description	Debit	Credit
NEW AND EXISTING ENCUMBRANCES:		
Refinance from Homecomings Financial Network	1 1	576,000,00
Refinance from Homecomings Financial Network		36,000.00
IEW LOAN CHARGES:	1 1	
Processing to Wall Street Mortgage	995.00	
Broker Origination to Wall Street Mortgage	11,520.00	
Lender Loan Charge to Homecomings Financial Network	835.00	
Prepaid Interest to Homecomings Financial Network	759.45	
@ \$108.493 per day From 10/25/06 To 11/01/06	1 1	
Escrow Fee to New Century Title Company	1 1	
RECORDING FEES;	250,00	
Recording Fees to New Century Title Company	1	
ADDITIONAL CHARGES:	150.00	
Notary to ASAP Signing Services		
1st Installment 2006-2007 taxe to Los Angeles Cnty Tax Collector	150.00	
AYOFFS:	1,879.97	
Payoff to Varris Mortgage solutions	446,171.75	
\$440,953.35 Principal Balance	440,171.75	
\$5,012.58 Interest to 11-04-2006	1 1	
\$25.00 Demand		
\$119.42 Late Charges	1 1	
\$61.40 Recon		
Payoff to Chase Home Equity	63,465.88	
\$62,158.12 Principal Balance	1 1	
\$393.40 Interest From 10/03/2006 to 10/31/2006		
\$514.36 Interst till 10-3		
\$393.40 Interest From 10/03/2006 to 10/31/2006 \$514.36 Interst till 10-3 \$400.00 Pre Payment TILE CHARGES: Lenders Policy to New Century Title Company Owners Policy to New Century Title Company Wire Fees to New Century Title Company		
PETER DOLLAR DOLLAR		
TITLE CHARGES:		
Lenders Policy to New Century Title Company Owners Policy to New Century Title Company	- 1,363,00	
Wire Fees to New Century Title Company	125,00	
Messenger / Fed Ex Fees to New Century Title Company	23.00	
Mussenger / Fed Ex Fees to New Century Title Company	60.00	
Sub Totals	527,750.05	612,000,00
Refund Due Buyer/Borrower	84,249,95	012,000,00
Totals	\$612,000,00	\$612,000.00
	4514,000,00	40.2,000,00
Tr.		
·		

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(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Walter Olszewski

TRUTH-IN-LENDING DISCLOSURE STATEMEN

Applicants: Prepared By: WALL ST. MORTGAGE 660 S. WINCHESTER BLVD#600 Property Address: 104 W Loma Alta Drive SAN JOSE', CA 95128 Altadena, CA 91001 408-938-5761 Date Prepared: 04/12/2006 Application No: Olszewski, Walter ANNUAL PERCENTAGE FINANCE AMOUNT TOTAL OF RATE CHARGE FINANCED PAYMENTS The cost of your credit as a yearly The dollar amount the credit will The amount of credit provided to you or on your behalf The amount you will have paid after making all payments as cost you scheduled 2.000 % 241,506.22 676,000.00 817,506,22 REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit PAYMENTS: Your payment schedule will be: Number of Amount of When Payments Number of Amount of When Payments Payments Payments Argus Rayments Argus Argus Argus Rayments Payments Payments Rayments Rayments Payments Rayments R Amount of Payments 15 When Payments 359 1,744,28 191,309.70 .1 COPY DEMAND FEATURE: This obligation has a demand feature. VARIABLE RATE FEATURE: This loan contains a variable rate feature. A variable rate disclosure has been provided earlier. CREDIT LIFE/CREDIT DISABILITY: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost. Туро Credit Life I want credit life insurance. Signature: Credit Disability I want credit disability insurance. Signature: Credit Life and Disability I want credit life and disability insurance. INSURANCE: The following insurance is required to obtain credit: Credit life insurance Credit disability Property insurance Flood insurance You may obtain the insurance from anyone you want that is acceptable to creditor ☐ If you purchase ☐ property ☐ flood insurance from creditor you will pay \$ for a one year term. SECURITY: You are giving a security interest in: ☐ The goods or property being purchased Real property you already own. FILING FEES: \$ LATE CHARGE: If a payment is more than days late, you will be charged % of the payment PREPAYMENT: If you pay off carty, you may may will not have to pay a penalty.

will not be entitled to a refund of part of the finance charge. ASSUMPTION: Someone buying your property nay may, subject to conditions may not assume the remainder of your loan on the original terms. See your contract documents for any additional information about nonpayment, default, any required repsyment in full before the scheduled date and prepayment refunds and penalties means an estimate all dates and numerical disclosures except the late payment disclosures are estimates. NOTE: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance. THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE. pool (Applicant) (Date) (Date) Walter Olszewski (Applicant) (Applicant) (Date) (Applicant) (Date) (Lender) (Date)

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document

GOOD PACTIVES TOMAS POF SETTLEMENT CHARGES

rrower:

ALTER OLSZEWSKI 14 W LOMA ALTA DRIVE TADENA, CA 91001

Creditor:

'HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
P.O. BOX 808024

PETALUMA, CA 94975-8024

an Number: 047-119761-6

Date: 10/09/2006

the information provided below reflects estimates of the charges which you are likely to incur the settlement of your loan. The fees listed are estimates - the actual charges may be more less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 telement statement will show you the actual cost for items paid at settlement.

IN AMOUNT:

MIZATION OF PREPAID FINANCE CHARGES:

109 Broker Fee from HF to Broker to Mortgage Broker

1.5% (P.O.C.) \$540.00 pd by Lender

.01 Settlement or Closing Fee to CLOSING AGENT FEE

1.00

TOTAL PREPAID FINANCE CHARGE

\$ 1.00 35999.00

36000.00

AMOUNT FINANCED

IER SETTLEMENT CHARGES:

LMOUNTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR - .06 Notary Fee to NOTARY FEE Recording Fee

20.00 35.00

TOTAL OTHER SETTLEMENT CHARGES LOAN PROCERDS

55.00 35944.00

se estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application, purchase residential real property and the lender will take a first lien on the property.

will require (a) particular provider(s) from a list that we control or approve. The specific provider(s) and the actual cost(s) be disclosed to you at settlement.

We) hereby acknowledge that I (we) have received a completed copy of the HUD Special Information Booklet "Settlement Cost", ess the loan being applied for is for refinancing the property. for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I(we) agree to reimburse the lender any and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.



TER OLSZEWSKI

Date

12-12020-mg Doc 6504 Filed 02/18/14 Entered 02/19/14 11:12:00 Main Document 2/11/14 5:00 PM

Creditor Data -- Walter Olszewski vs Bank of America a coporation Bank of Preriz 9 Jogns a corporation Bank of America NA a et al

Creditor Data for Claim Number 7163

Help

Creditor:

Walter Olszewski vs Bank of America a coporation Bank of America Home

Loans a corporation Bank of America NA a et al

104 W Loma Alta Dr Altadena, CA 91001

Date Claim Filed: 9/3/2013

Claim #: 7163 Schedule: F

PDF: View Claim (1166 k)

Debtor Name: GMAC Mortgage, LLC Debtor Case Number: 12-12032

	Schedule Amount	C.	U [*]	D*	Filed Claim Amount	Present Claim Amount
GU	\$0.00	С	U	D		
PRI						
SEC					\$612,000.00	\$612,000.00
AP						
AS						
TOTALS	\$0.00	С	U	D	\$612,000.00	\$612,000.00

*C=Contingent, U=Unliquidated, D=Disputed

Transfer History

Date Filed	Date Effective	Transfer Type	Transferor	Transferee	Status
No records found		···		//	

Objection History

Date Created	Name	Basis	Status
	ResCap Borrower Claims Trust's Fifty-Eighth Omnibus Objection to (A) Amended and Superseded Borrower Claims; (B) Late-Filed Borrower Claims; and (C) Non-Debtor Borrower Claims	Late-Filed Borrower Claims	Pending

Claim Withdrawal History

Date Filed	Docket Number	Document Name	File Size
No records found			

Date Filed	Docket Number	Document Name	File Size
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This website is maintained for the public's convenience and for informational purposes only. Users of this website should not take or refrain from taking any action based upon content included in the website or in the results of any search made on this site without seeking legal counsel on the particular facts and circumstances at issue from a licensed attorney, All search results provided through this website are qualified in their entirety by the official register of claims and the Schedules of Assets and Liabilities ("Schedules") filed in the bankruptcy case/s of the debtor/s.

Without limiting the generality of the foregoing, any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission that such amounts are not "disputed", "contingent", or "unliquidated". Further, each debtor reserves the right to amend their Schedules and Statements of Financial Affairs as necessary and appropriate. Debtors further reserve the right to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated"

Claim #7163 Date Filed: 9/3/2013

The Debtor has listed your claim as Contingent, Unliquidated, and Disputed on Schedule F as a General Unsecured claim in the amount of \$0.00. You MUST timely file a Proof of Claim or you will be forever barred from recovery.

B 10 Modified (Official Form 10) (12/11)

Name of Debtor;	COURT FOR THE SOUTHERN	DISTRICT OF NEW YORK	PROOF OF CLAIM
	GMAC Mortgage, LLC	Case Number: 12-1	2032
NOTE: This form should not be used	l to make a claim for an administrative expense (on	her than a claim asserted under 11 U.S.C. § 503(b)(9)) o aim asserted under 11 U.S.C. § 503(b)(9)) may be filed pa	
	entity to whom the debtor owes money or property)		☐ Check this box if this claim
		oans a corporation Bank of America NA a et al	amends a previously filed claim.
Name and address where notices should Walter Olszewski vs Bank of		ca Home Loans a corporation Bank of	Court Claim
America NA a et al	Tanonou a soportion bank of tanen	ca itome Edans a corporation basis of	Number:
104 W Loma Alta Dr			(If known)
Altadena, CA 91101			Filed on:
Felephone number:	Cieril;		In Check this box if you are aware that anyone else has filed a proof
Same and address where payment shou			of claim relating to this claim.
	LIMITED CORP		Attach copy of statement giving particulars.
	355, Pasadena, California 91	109	
	399-7776 cmail:	4	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the clain
interest or charges. 6.92	omplete item 4. priority, complete item 5. s interest or other charges in addition to the princip 24%	al amount of the claim. Attach a statement that itemizes	categories, check the box specifying the priority and state the amount. Domestic support obligations under 11 U.S.C.
Promis (See instruction #2)	sory notes for \$612,000.00 ten	dered on October 26, 2006	§507(a)(1)(A) or (a)(1)(B). ☐ Wages, salaries, or
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as:	3b. Uniform Claim Identifier (optional):	commissions (up to \$11.725*) earned within 180 days before the case was filed or the
760-8	(See instruction #Ja)	(See instruction #3b)	debtor's business ceased, whichever is earlier - 11
equested information.	s secured by a lien on property or a right of setoff; (**GReal Estate*** (**DMotor Vehicle************************************	attach required redacted documents, and provide the	U.S.C. \$507 (a)(4). 17 Contributions to an employee benefit plan – 11 U.S.C. \$507 (a)(5).
Describe: /alue of Property:\$ <u>612,000.00</u>	Annual Interest Rate 6.9224% x% OF (when case was filed)	ixed 🛭 Variable	17 Up to \$2,600* of deposits toward purchase, lease, or rental of property or services
Ô	es, as of the time case was filed, included in seco	0	for personal, family, or household use = 11 U.S.C. §507 (a)(7).
fany: \$	Basis for perfection	on:0	household use = 11 U.S.C. §507 (a)(7). 17 Taxes or penalties owed to governmental units = 11U.S.C.
fany: \$	Basis for perfection	on:0	household use = 11 U.S.C. §507 (a)(7). (7) Taxes or penalties owed to governmental units = 11U.S.C. §507 (a)(8).
fany: \$ 0 Amount of Secured Claim: \$ \$612 Claim Pursuant to 11 U.S.C. \$ 503(b); Indicate the amount of your claim arising formmencement of the above case, in which	Basis for perfection 2,000.00 Amount Unsecurity: (9): from the value of any goods received by the Debtor with the goods have been sold to the Debtor in the ordinary.	on:0 ed: S0	household use = 11 U.S.C. §507 (a)(7). 7) Taxes or penalties owed to governmental units = 11U.S.C. §507 (a)(8). Other = Specify applicable paragraph of 11 U.S.C. §507 (a)(-).
f any: \$ 0 Amount of Secured Claim: \$ \$612 5. Claim Pursuant to 11 U.S.C. \$ 503(b); ndicate the amount of your claim arising frommencement of the above case, in whele supporting such claim. N/A	Basis for perfection 2,000.00 Amount Unsecure 9): from the value of any goods received by the Debtor with the goods have been sold to the Debtor in the ordinar (See instruction #6)	thin 20 days before May 14, 2012, the date of y course of such Debtor's business. Attach documentation	household use = 11 U.S.C. §507 (a)(7). (7) Taxes or penalties owed to governmental units = 11U.S.C. §507 (a)(8). Other = Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority:
f any: \$ 0 Amount of Secured Claim: \$ 5612 6. Claim Pursuant to 11 U.S.C. \$ 503(b), indicate the amount of your claim arising in commencement of the above case, in which upporting such claim. 7. Credits. The amount of all payments is a country of all payments. Attached are reducted colorized statements of running accounts completed, and reducted ".") DO NOT SEND ORIGINAL DOCUME of the documents are not available, pleas a Signature: (See instruction #9) Check and the creditor.	Basis for perfection 2,000.00 Amount Unsecure 9): mm the value of any goods received by the Debtor with the goods have been sold to the Debtor in the ordinar (See instruction #6) on this claim has been credited for the purpose of reprise of any documents that support the claim, such, contracts, judgments, mortgages, and security agriments providing evidence of perfection of a securit entry. ENTS, ATTACHED DOCUMENTS MAY BE DEST explain: It the appropriate box. (isor's authorized agent.	thin 20 days before May 14, 2012, the date of yourse of such Debter's business. Attach documentation making this proof of claim. (See instruction #T) has promissory notes, purchase orders, invoices, elements. If the claim is secured, but 4 has been try interest are attached. (See Instruction #8, and the STROYED AFTER SCANNING.	household use = 11 U.S.C. §507 (a)(7). (7) Taxes or penaltics owed to governmental units = 11U.S.C. §507 (a)(8). Other = Specify applicable paragraph of 11 U.S.C. §507 (a)(-). Amount entitled to priority:
f any: \$ 0 Amount of Secured Claim: \$ \$612 5. Claim Pursuant to 11 U.S.C. \$ 503(b) indicate the amount of your claim arisin which upporting such claim. 7. Credits. The amount of all payments. 8. Documents: Attached are reducted elemized statements of running accounts completed, and reducted copies of documentation of "reducted". 900 NOT SEND ORIGINAL DOCUME of the documents are not available, please. 9. Signature: (See instruction #9) Check of the documents are not available, please of the documents are not available, please of the documents are not available, please of the documents are not available of the documents are not available of the documents are not available of the documents are not available.	Basis for perfection 2,000.00 Amount Unsecure 9): imm the value of any goods received by the Debtor with the goods have been sold to the Debtor in the ordinar (See instruction #6) on this claim has been credited for the purpose of representations of any documents that support the claim, such a contracts, judgments, mortgages, and security agriments providing evidence of perfection of a security agriments providing evidence of perfection of a securitients. ATTACHED DOCUMENTS MAY BE DESE explain: It the appropriate box, item's authorized agent, power of attorney, if any.) Than the crustee, their authorized agent (See Bankruptey) is information provided in this claim is true and contracts.	thin 20 days before May 14, 2012, the date of the course of such Debter's business. Attach documentation thaking this proof of claim. (See instruction #T) the spromissory notes, purchase orders, invoices, werenests. If the claim is secured, box 4 has been try interest are attached. (See instruction #8, and the STROYED AFTER SCANNING.	household use - 11 U.S.C. §507 (a)(7). 7) Taxes or penaltics owed to governmental units - 11 U.S.C. §507 (a)(8). Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ 612,000.44 * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases emmenced on an offer the date of adjustment. RECEIVED
Amount of Secured Claim: \$ \$612 5. Claim Pursuant to 11 U.S.C. \$ 503(b) indicate the amount of your claim arising Recommencement of the above case, in which importing such claim. 7. Credits. The amount of all payments is. Documents: Atlached are reducted columized statements of running accounts completed, and reducted copies of documents are not available, pleas in Signature: (See instruction #9) Check I am the creditor. 1 am the creditor. 2 I am the creditor. 3 I am the creditor. 4 and the creditor. 5 I am the creditor. 6 Atlach copy of 6 Adecker under penalty of perjury that the 6 cosonable belief. 7 Fint Name: 6 Tompany: 7 Sponsor of the	Basis for perfection 2,000.00 Amount Unsecure 9): imm the value of any goods received by the Debtor with the goods have been sold to the Debtor in the ordinary of the goods have been sold to the Debtor in the ordinary of the goods have been sold to the perpose of received for the purpose of received for t	thin 20 days before May 14, 2012, the date of y course of such Debter's business. Altach documentation making this proof of claim. (See instruction #T) the spromissory notes, purchase orders, invoices, teements. If the claim is secured, box 4 has been try interest are attached. (See Instruction #8, and the STROYED AFTER SCANNING. Or the debtor, or indorser, or other endebtor, each indorser, or other endebtor. (See Bankruptey Rule 3005.)	household use - 11 U.S.C. §507 (a)(7). To Taxes or penaltics owed to governmental units - 11U.S.C. §507 (a)(8). Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$\left(\frac{612}{2}\llowdrome \text{, 0000}\right)\rightarrow * Amount entitled to priority: \$\left(\frac{612}{2}\llowdrome \text{, 0000}\right)\rightarrow * Amounts are subject to adjustment on 44413 and every 3 years thereafter with respect to cases emmenced on or after the date of adjustment. **RECEIVED** **RECEIVED** **SEP 0 3 2013**
Amount of Secured Claim: 5 \$612 C. Claim Pursuant to 11 U.S.C. \$503(b) indicate the amount of your claim arising frommencement of the above case, in which importing such claim. C. Credits. The amount of all payments Documents: Atlached are reducted claimized statements of running accounts completed, and reducted copies of docu- definition of "reducted".) DO NOT SEND ORIGINAL DOCUME I the documents are not available, pleas D. Signature: (See instruction #9) Check I am the creditor. I am the cred Attach copy of declare under penalty of perjury that the easonable belief. Walter Olsz Fifte: Sponsor of t	Basis for perfection 2,000.00 Amount Unsecure 9): imm the value of any goods received by the Debtor with the goods have been sold to the Debtor in the ordinary of the goods have been sold to the Debtor in the ordinary of the goods have been sold to the perpose of received for the purpose of received for t	thin 20 days before May 14, 2012, the date of y course of such Debter's business. Altach documentation making this proof of claim. (See instruction #T) the spromissory notes, purchase orders, invoices, teements. If the claim is secured, box 4 has been try interest are attached. (See Instruction #8, and the STROYED AFTER SCANNING. Or the debtor, or indorser, or other endebtor, each indorser, or other endebtor. (See Bankruptey Rule 3005.)	household use - 11 U.S.C. §507 (a)(7). 7) Taxes or penaltics owed to governmental units - 11U.S.C. §507 (a)(8). Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$\left(\frac{612}{2} \right) \frac{600}{2} \right)^2 \tag{4} * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases emmenced on an after the date of adjustment. **RECEIVED

JURAT

State of California
County of Los Angeles



Subscribed and sworn to (or affirmed) before me on ___ August 29, 2013 _____ by:

WALTER OLSZEWSKI

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared

Signature of Notary Public in and for said State
Henk Neef

Printed Name of Notary

Description of Attached Document:

B 10 FORM / COURT CASE 12-12032

Number of Pages:

2 (INCLUDING THIS ATTACHMENT)

Document Date: August 29, 2013

RIGHT THUMPRINT OF SIGNER #1



Embosser Seal

Registered Mail™	RA 329754703 US
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August 29, 2013

Walter Olszewski 104 West Loma Alta Drive Altadena, California 91001

ResCap Claims Processing Center c/o KCC 2335 Alaska Ave El Segundo, CA 90245

Dear Trustee,
I am sending you my "Notarize Affidavit of
Loss" to support my "Notarize B-10".
I was not given the proper time to file.
Would you please include my Priority secured
claim into Case #12-12032.

Thank you very much,

Walter Olszewski

AFFIDAVIT Of LOSS

CASE # 12-12032

Affiants States: Comes now Walter Olszewski, Creditor, a Real Party in Interest, who is neutral in the public, who is unschooled in law, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E (8), a restricted appearance, and notices the court of enunciation of principles as stated in <u>Haines v. Kerner</u>, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/ or complaints shall have the court look to the substance of the pleadings rather in than the form, and hereby makes the following pleadings/ notices in the above referenced matter without waiver of any other defenses.

Affiants States: Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An unrebutted affidavit stands as truth in commerce.

An unrebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

FACT: Debtor, GMAC Mortgage,LLC mislead the Court with the statement ... "Unsecured claim to the amount of \$0.00"

FACT: Sponsor of the credit, Walter Olszewski received the B10 after the filing date.

Affiants Demands: I am demanding that Debtor, GMAC Mortgage, LLC provide proof that B 10 was served before the dead line for Walter Olszewski to file priority claim in the amount of \$612,000.00. Affiants States: that the Debtor, GMAC Mortgage, LLC "FAULTLY" listed Unsecured general claim in the amount of \$0.00 was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants States: In the event that the Debtor, GMAC Mortgage, LLC failed to serve the information to Walter Olszewski before the decline to file the B10 form was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants requests the court: The right to file Priority secured claim in the amount of \$612,000.00

Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by Debtor, GMAC Mortgage, LLC through tacit procuration to this WRITTEN REQUEST AFFIDAVIT (PRIVATE) [Registered MallTM RA 329754703 US] and the whole matter shall be deemed res judicata and stare decisis.

Affiants States: When no verified Affidavit rebuttal of this "REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as Debtor, GMAC Mortgage, LLC's stipulated judgment and consent/ agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Affiants States: Power of Attorney: When Debtor, GMAC Mortgage, LLC, fails by not rebutting to any part of this "Affidavit" Debtor, GMAC Mortgage, LLC, agrees with the granting unto Walter Olszewski's unlimited Power of Attorney and any and all full authorization in signing or endorsing Debtor, GMAC Mortgage, LLC 's name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by Debtor, GMAC Mortgage, LLC, waives any and all claims of Walter Olszewski, and/or defenses and remains in effect until satisfaction of all obligation(s) including the LOSS OF \$612,000.00 by Debtor, GMAC Mortgage, LLC, has been satisfied.

In Witness hereof I walter set my hand/seal/mark; My name is non-negotiable;

Date August 29, 2013

Walter Olszewski

Walter O

JURAT

State of California County of Los Angeles



Subscribed and sworn to (or affirmed) before me on <u>August 29, 2013</u>

WALTER OLSZEWSKI

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary Public in and for said State

Henk Neef Printed Name of Notary

OPTIONAL INFORMATION

Description of Attached Document: AFFIDAVIT OF LOSS

Number of Pages:

2 (INCLUDING THIS ATTACHMENT)

Document Date: August 29, 2013

> RIGHT THUMPRINT OF SIGNER #1

RIGHT THUMPRINT OF SIGNER #2

Embosser Seal





New Century Title Company

2105 South Bascom Ave Suite 135 Campbell, CA 95008 Phone: (800) 923-8923 ◆ Fax: (408) 626-6121

October 26, 2006

Escrow No: 25SH

Walter Olszewski Bonita Olszewski 104 West Loma Alta Dr Altadena, CA 91001



RE: 104 West Loma Alta Dr, Altadena, CA 91001

Dear Walter Olszewski and Bonita Olszewski,

The above referenced escrow closed on 10/27/2006. The following items are enclosed for your records.

- Proceeds wire in the amount of \$84358.44
- Closing Statement
- HUD Settlement Statement

It has been a pleasure handling this transaction for you. Please do not hesitate to contact our office if you have any questions regarding this matter.

Sincerely

Stephanic Evans Escrow Officer

Homecomings Financial

A GMAC Company

Is Your Contact Information Correct?

Home Phone Number: 626-399-7776

Borrower 1 Work Phone Number: Not on File, Please Provide Mailing Address: 104 W Loma Alta Dr, Altadena CA 91001-3933

Our customer service center can respond more quickly and accurately to any questions or concerns you encounter during the life of your loan, if we have your correct contact information. If any of this information needs to be updated, please use the form on the back of the coupon or log on to www.homecomings.com. We appreciate your assistance!

0126422 000122574 09HWCA 0932798 P258

Pay online: www.homecomings.com

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT PLEASE INCLUDE LOAN NUMBER ON YOUR CHECK

Homecomings Financial P.O. Box 650515 Dallas, TX 75265-0515

> If sending more than total amount due, please show how it should be applied and the total amount enclosed.

Total Amount Due

+Additional Principal

+Additional Escrow

+Future or Partial Payment(s)

=Total Amount Enclosed

Pay online; www.homecomings.com

Loan Number 7608

Payment Due: 1st of the month

Total Amount Due \$3,300.00 Late fee assessed after the 16th

BLANCON DE LA DELLA DE LA CONTRACTORIO DE LA CONTRA

Homecomings Financial P.O. Box 650515 Dallas, TX 75265-0515

Harlddinfddfadladlauldaullddaullddaladl

7608

0000EE00 008PL000



COPY

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT PLEASE INCLUDE LOAN NUMBER ON YOUR CHECK

Homecomings Financial P.O. Box 650515 Dallas, TX 75265-0515 Check here and complete form on reverse side if your address or other information has changed Pay online: www homecomings.com

Loan Number: 7608

Payment Due: 1st of the month

Total Amount Due \$3,300.00 Late fee assessed after the 16th

If sending more than total amount due, please show how it should be applied and the total amount enclosed.

Total Amount Due

+Additional Principal S

+Additional Escrow

+Future or Partial Payment(s)

=Total Amount Enclosed

Homecomings Financial P.O. Box 650515 Dallas, TX 75265-0515

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Homecomings Financial

A GMAC Company

OCTOBER 18TH, 2006

WALTER OLSZEWSKI 104 W LOMA ALTA DRIVE ALTADENA, CA 91001

RE:

Loan #:

760-8

Property Address: 104 W LOMA ALTA DRIVE

ALTADENA, CA 91001

Thank you for applying for your mortgage loan with WALL ST. MORTGAGE INC. Your broker has submitted your application to Homecomings Financial for approval. You will be receiving assorted information and requests related to your loan application. Among the items you received today are several disclosure statements which are for your own reference and are not required to be returned

If you have any questions regarding the loan application process, please do not hesitate to contact your loan officer at WALL ST. MORTGAGE INC .

Once again, thank you for choosing WALL ST. MORTGAGE INC as your broker. We at Homecomings Financial forward to providing you and WALL ST. MORTGAGE INC with the highest level of service.

Sincerely,

to our office.

Homecomings Financial

COPY

NEW CENTURY TITLE COMPANY

2105 South Bascom Ave, Suite 135, Campbell, CA 95008 (800) 923-8923

BUYERS/BORROWERS CLOSING STATEMENT Final

Buyer/Borrower:

Walter Olszewski Bonita Olszewski

CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
New Century Title Company

Escrow No: Close Date: Proration Date: Date Prepared: Reference #1:

Reference #2:

10/27/2006

10/26/2006

Property:

104 West Loma Alta Dr

Refinance from Homecomings Financial , LLC NEW LOAN CHARGES: Processing to Wall Street Mortgage Broker Origination to Wall Street Mortgage Lender Loan Charge to Homecomings Financial , LLC Broker Fee from HF to broker to Wall Street Mortgage Prepaid Interest to Homecomings Financial , LLC @\$108.493 per day From 10/26/06 To 11/01/06 Yield Spread Premium to Wall Street Mortgage (\$2,424.96) 0.00 to Wall Street Mortgage (\$540.00) ESCROW CHARGES Escrow Fee to New Century Title Company RECORDING FEES: Recording Fees to New Century Title Company ADDITIONAL CHARGES: Notary to ASAP Signing Services 150.00 1st Installment 2006-2007 taxe to Los Angeles Cnty Tax Collector PAYOFFS: Payoff to Varris Mortgage solutions \$340,953.35 Principal Balance \$35,012.58 Interest to 11-04-2006 \$25.00 Demand \$119.42 Late Charges \$61.40 Recon Payoff to Chase Home Equity \$62,158.12 Principal Balance \$393.40 Interest from 10/03/2006 to 10/31/2006 \$514.36 Interest till 10-3 \$400.00 Pre Payment STITLE CHARGES: Lenders Policy to New Century Title Company Owners Policy to New Century Title Company Wire Fees to New Century Title Company Messenger / Fed Ex Fees to New Century Title Company Messenger / Fed Ex Fees to New Century Title Company Messenger / Fed Ex Fees to New Century Title Company At Manual Additional Company Messenger / Fed Ex Fees to New Century Title Company At Manual Company Messenger / Fed Ex Fees to New Century Title Company Messenger / Fed Ex Fees to New Century Title Company Messenger / Fed Ex Fees to New Century Title Company Messenger / Fed Ex Fees to New Century Title Company Messenger / Fed Ex Fees to New Century Title Company	76,000, t
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219.				519				N E
	otal Paid By/For Borrower		612,000.00		Total Reductions		THE RESERVE AND THE PERSON NAMED IN	A.
	Cash at Settlement from/to	· · · · · · · · · · · · · · · · · · ·	82 17 A 1985	-	Cash at Settle		-	- April 10 1
	3ross amount due from Borrow		527,641.56		Gross amount de	4.0	T 191	
	.ess amount paid by/for Borrow Cash TO Borrower:	er (line 220)	612,000.00		Less reductions Cash TO/FROM		due Seller (line	
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700. Total Sales/Broker's Com Based on Price \$	mission'	CONTRACTOR OF THE PROPERTY OF	ESCROW FILE NUMB	EK.	69 SE
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701. \$	1.24			Funds at	Funds at
702. \$	X(0)		. m. 120 E	Settlement	Settlemen
S			0	P(x)	
703. Commission paid at settlemen	E 2 0 0 D	C 2x 3	: 10		
	" 502 50 50 50	W 40	.1		
704.		Ser Man Beachings			
800, Items Payable In Connecti	ion With Loan:				
801, Loan Origination Fee		The same and a with a with made of the same	Military Comments	. 4	
802. Loan Discount Fee	A TENNE AND SHOWER			8	
803. Appraisal Fee	1 Be symmetric remains		ere come and	EN CK	
Charles W. Andrew Committee	1 11 1000011 11011111111111111111111111			B B	
804. Credit Report	85 228 22 22				
805. Lenders inspection Fee		US 11 #2 UN 11	8 8	<i>(</i>)	
806. Mortgage Insurance Applicatio	on Fee			7.	
807. Assumption Fee			state and a second	100	
808. Processing to Wall Street Mort	toppe	ere ere ere ere ere ere	omeni (fina mor)	Tall 101 125012	
809 Broker Origination to Wall Stre			A	995.00	
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810. Lender Loan Charge to Homeo	The same of the sa	We retain ease	3 1	835.00	
811. "See attached for breakdown	The second secon			agent of the	5
Yield Spread Premium to Wall	Street Mortgage		(\$2,424.96)	996.7	
Yield Spread Premium to Wall	Street Mortgage	etenti iv Trisi V	(\$540.00)	81	
00. Items Required By Lender	the state of the s	1.51 25, 875,000	1 0 10 10 10 10 10 10 10 10 10 10 10 10	375.0	
901. Interest from 10/26/06 to 11/01			Alexander II and the	4 1 2-	
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902. Mortgage Insurance Premium	2				
903. Hazard Insurance Premium					
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000. Reserves Deposited With	Lender		gar aga a s ana a 4-	¥. 5	
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24 B	200 10000000000000000000000000000000000	HE THOUSANDERSON OF VI			
1002. Mortgage Insurance	Name of the second	DE GII DESCRIPTION OF			
1003. City Property Taxes					
1004. County Property Taxes	725) DE 775 NO 5 5		mm mm - 30	-	
1005. Annual Assessments	1000 FROM 10 H	1 100	Q= 3	0 W	
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1008. AGGREGATE ADJUSTMENT	months @\$				
00. Title Charges:	Self Aleks		43-17-19-19-19-19-19-19-19-19-19-19-19-19-19-	74	
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177 and 181	, · 9 ° =	0.00	
Attachments:	± Esc	row Number:	OMB No 2502-02
BREAKDOWN OF NEW	LOANS	C. villas	
Description	The second secon	Buyer Amount	Seller Amount
Homecomings Financia Homecomings Financia	al , LLC, 1650 Corporate Circle, Ste 100, Petaluma, CA 94954, Loan al ,LLC, 1650 Corporate Circle, Ste 100, Petaluma, CA 94954, Loan	# 04 36,000.0	00
	Total of New Loans.	612,000.0	00
IUD 800 ITEMS PAYABL	É IN CONNECTION WITH LOAN	Alternative C	
Description	9067	Buyer Amount	Seller Amount
	o broker to Wall Street Mortgage (Buyer \$2,424.96 P.	.O.C.)	
113. Broker Fee from HF to	o broker to Wall Street Mortgage (Buyer \$540.00 P.	.O.C.)	
	Total as shown on HUD Page 2 Line #811.	0.0	0
IUD 1113 DETAILED BRI	EAKDOWN OF TITLE CHARGES	11	
Description	000 00000 00	Buyer Amount	Seller Amount
114. Wire Fees to New Co	entury Title Company	25.0	0 "
115. Messenger / Fed Ex	Fees to New Century Title Company	60.0	0
	Total as shown on HUD Page 2 Line #1113.	85.0	0
IUD 1307 DETAILED BRI	EAKDOWN OF ADDITIONAL SETTLEMENT CHARGES		
Description	of the sea considered to the season of the	Buyer Amount	Seller Amount
308. Notary to ASAP Sign	Ing Services	150.00	
	2007 taxe to Los Angeles Cnty Tax Collector	1,879.9	
* '	Total as shown on HUD Page 2 Line #1307	2 020 0	7.146



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GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Borrower:

WALTER OLSZEWSKI 104 W LOMA ALTA DRIVE ALTADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number: 761-6

Date: 10/09/2006

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actual charges may be more or less. Your transaction may not involve a fee for every item listed.

The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement will show you the actual cost for items paid at settlement.

LOAN AMOUNT:	\$	36000,00
ITEMIZATION OF PREPAID FINANCE CHARGES: 809 Broker Fee from HF to Broker to Mortgage Broker 1.5* (P.O.C.) \$540.00 pd by Lender 1101 Settlement or Closing Fee to CLOSING AGENT FEE	1.00	
TOTAL PREPAID FINANCE CHARGE	\$.	1.00
AMOUNT FINANCED	\$	35999.00
OTHER SETTLEMENT CHARGES:		
AMOUNTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR - 1106 Notary Fee to NOTARY FEE 1201 Recording Fee	20.00 35.00	
TOTAL OTHER SETTLEMENT CHARGES	\$	55.00
LOAN PROCEEDS	\$	35944.00

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase residential real property and the lender will take a first lien on the property.

We will require (a) particular provider(s) from a list that we control or approve. The specific provider(s) and the actual cost(s) will be disclosed to you at settlement.

I (We) hereby acknowledge that I (we) have received a completed copy of the HUD Special Information Booklet "Settlement Cost", unless the loan being applied for is for refinancing the property.

If for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I(we) agree to reimburse the lender for any and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.



WALTER OLSZEWSKI

Date

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TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND) Walter Olezawski Applicants: Prepared By: WALL ST. MORTGAGE 560 S. WINCHESTER BLVD#500 104 W Loma Alta Drive Property Address: **BAN JOSE, CA 95128** Altadena, CA 91001 408-038-6761 Application No: Olszewski, Walter Date Prepared: 04/12/2008 ANNUAL PERCENTAGE FINANCE AMOUNT TOTAL OF RATE CHARGE FINANCED **PAYMENTS** The cost of your credit as a yearly The dollar amount the credit will The amount of credit provided to The amount you will have paid cost you after making all payments as scheduled you or on your behalf 2.000 % 241,508,22 676,000.00 \$ 817,506.22 REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit PAYMENTS: Your payment schedule will be: ount of When Payme regulary Are Dac Amount of Payments ** When Payments When Payments Are Due 1,744,28 191,308,70 COPY ☐ DEMAND FEATURE: This obligation has a demand teature.
☐ VARIABLE RATE FEATURE: This loan contains a variable rate feature. A variable rate disclosure has been provided earlier. DEMAND FEATURE: This obligation has a demand feature. CREDIT LIFE/CREDIT DISABILITY: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost. Type Credit Life I want credit life insurance Signature: Credit Disability I want credit disability insurance. Signature: Credit Life and Disability I want credit life and disability insurance. Signature: INSURANCE: The following insurance is required to obtain credit: Credit life insurance Credit disability Property insurance You may obtain the insurance from anyone you want that is acceptable to creditor ☐ If you purchase ☐ property flood insurance from creditor you will pay \$ for a one year term SECURITY: You are giving a security interest in: ☐ The goods or property being purchased Real property you already own. FILING FEES: \$ LATE CHARGE: If a payment is more than days late, you will be charged % of the payment PREPAYMENT: If you pay off early, you may may will not have to pay a penalty. П тву will not be entitled to a refund of part of the finance charge. ASSUMPTION: Someone buying your property nay may may, subject to conditions may not assume the remainder of your loan on the original terms. See your contract documents for any additional information about nonpayment, default, any required repsyment in full before the scheduled date and prepayment refunds and penalties neans an estimate all dates and numerical disclosures except the late payment disclosures are estimates. NOTE: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance. ACKNOWLEDGES RECEIVING A, COMPLETED COPY OF THIS DISCLOSURE. ant) (Applicant) (Date) (Applicant) (Date) (Applicant) (Date)

(Lender)

(Date)

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FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Borrower:

WALTER OLSZEWSKI 104 W LOMA ALTA DRIVE ALTADENA, CA 91001 Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number:

760-8

Date: 10/09/2006

annual Percentage Rate	Finance Charge	Amount Financed	Total of payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments
8.2507%	\$1,428,680.77	\$572,973.15	as scheduled. \$2,001,653.92

Your payment schedule will be:

No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin
12 12 12 2 321 1	1744.28 1875.10 2015.73 2166.91 4782.04 394663.94	01/01/2007 01/01/2008 01/01/2009 01/01/2010 03/01/2010 12/01/2036	#10 0000				رم	

VARIABLE RATE: Your loan contains a variable-rate feature. Disclosures about the variable-rate feature have been provided to you earlier.

INSURANCE: The following insurance is required to obtain credit: * Property You may obtain the insurance from anyone that is acceptable to creditor.

SECURITY: You are giving a security interest in real property you already own. Property Address: 104 W LOMA ALTA DRIVE, ALTADENA, CA 91001

LATE CHARGE: If a payment is more than 15 days late, you will be charged 5 % of the overdue payment of principal and interest.

PREPAYMENT: If you pay off your loan early, * You may have to pay a penalty.
* You will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property may assume the remainder of your loan on the original terms.

All dates and numerical disclosures except the late payment disclosures are estimates.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

WALTE	R OLSZEWSKI

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NEW CENTURY TITLE COMPANY

2105 South Bascom Ave, Suite 135, Campbell, CA 95008 (800) 923-8923

BUYERS/BORROWERS CLOSING STATEMENT Estimated

Buyer/Borrower:

Walter Olszewski Bonita Olszewski

Escrow No: Close Date: 69 SE

Proration Date:

Date Prepared:

10/20/2006

Reference #1:

Reference #2:

Property:

104 West Loma Alta Dr Altadena, CA 91001

Description	Debli	Credit
NEW AND EXISTING ENCUMBRANCES:		
Refinance from Homecomings Financial Network		£76 000
Refinance from Homecomings Financial Network	1	576,000
NEW LOAN CHARGES:		36,000
Processing to Wall Street Mortgage	20.5.00	
Broker Origination to Wall Street Mortgage	995,00	
Lender Loan Charge to Homecomings Financial Network	11,520,00	
Prepaid Interest to Homecomings Financial Network	835,00	
	759.45	
@ \$108.493 per day From 10/25/06 To 11/01/06		
Escrow Fee to New Century Title Company	1	
RECORDING FEES:	250,00	
Pecording Fees to New Contract Title Contract		
Recording Fees to New Century Title Company ADDITIONAL CHARGES:	150.00	
Notary to ASAP Signing Services		
Indian to ASAP Signing Services	150,00	
1st Installment 2006-2007 taxe to Los Angeles Cnty Tax Collector	1,879.97	
AYOFFS:		
Donaff to March March	4 1	
Payoff to Varris Mortgage solutions	446,171.75	
\$440,953.35 Principal Balance		
\$5,012.58 Interest to 11-04-2006	1	
\$25.00 Demand		
\$119.42 Late Charges	1 1	
\$61.40 Recon	1 1	
Payoff to Chase Home Equity	63,465,88	
\$62,158.12 Principal Balance	05,405.88	
\$393.40 Interest From 10/03/2006 to 10/31/2006	1	
\$514.36 Interst till 10-3	1	
\$61.40 Recon Payoff to Chase Home Equity \$62,158.12 Principal Balance \$393.40 Interest From 10/03/2006 to 10/31/2006 \$514.36 Interst till 10-3 \$400.00 Pre Payment		
IILE CHARGES:	1 1	
Lenders Policy to New Century Title Company	1,363,00	
Owners Policy to New Century Title Company	125.00	
Wire Fees to New Century Title Company	25.00	
Messenger / Fed Ex Fees to New Century Title Company	60,00	
	60,00	
Sub Totals	527,750.05	612,000,0
Refund Due Buyer/Borrower	84,249,95	012,000,0
Totals	\$612,000.00	\$6.12.000.0
	3012,000.00	\$612,000.0
22		
	1	
74	1	
		8
		90
	1 1	

Walter	Olszewski

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FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Borrower:

WALTER OLSZEWSKI 104 W LOMA ALTA DRIVE ALTADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number: 760-8

Date: 10/18/2006

annual Percentage Rate	FINANCE CHARGE	Amount Financed	Total of payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6.9224%	\$884,451.25	\$572,973.15	\$1,457,424.40

Your payment schedule will be:

No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin
120 239	3300.00 4422.61 4420.61	01/01/2007 01/01/2017 12/01/2036					01 111001	Times. Begin
)ú	¥					5	

INSURANCE: The following insurance is required to obtain credit: * Property You may obtain the insurance from anyone that is acceptable to creditor.

SECURITY: You are giving a security interest in real property you already own. Property Address: 104 W LOMA ALTA DRIVE, ALTADENA, CA 91001

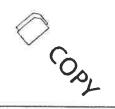
LATE CHARGE: If a payment is more than 15 days late, you will be charged 5 % of the
 overdue payment of principal and interest.

PREPAYMENT: If you pay off your loan early, * You will not have to pay a penalty. * You will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property cannot assume the remainder of your loan on the original terms.

All dates and numerical disclosures except the late payment disclosures are estimates.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.



WALTER OLSZEWSKI

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GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Borrower:

WALTER OLSZEWSKI 104 W LOMA ALTA DRIVE ALTADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number:

760-8

Date: 10/18/2006

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actual charges may be more or less. Your transaction may not involve a fee for every item listed.

The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement will show you the actual cost for items paid at settlement.

LOAN AMOUNT:			\$	576000.00
HITEMIZATION OF PREPAID FINANCE CHARGES: 809 Broker Fee from HF to Broker to Mortgage Broker 0.421% (P.O.C.) \$2424.96 pd by Lender 810 LENDER LOAN CHARGE TO HFN 811 BROKER PROCESSING FEE 901 Prepaid Interest for (11/01/2006 - 12/01/2006) 1101 Settlement or Closing Fee to CLOSING AGENT FEE		835.00 995.00 946.85 250.00		
TOTAL PREPAID FINANCE CHARGE	ū.		\$.	3026.85
AMOUNT FINANCED			\$	572973.15
OTHER SETTLEMENT CHARGES:	<u> </u>			
AMOUNTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR - 1106 Notary Fee to NOTARY FEE 1108 Title Insurance to TITLE 1201 Recording Fee		100.00 1680.00 75.00		
TOTAL OTHER SETTLEMENT CHARGES			\$	1855.00
LOAN PROCEEDS			\$ _	571118.15

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase residential real property and the lender will take a first fien on the property.

We will require (a) particular provider(s) from a list that we control or approve. The specific provider(s) and the actual cost(s) will be disclosed to you at settlement.

I (We) hereby acknowledge that I (we) have received a completed copy of the HUD Special Information Booklet "Settlement Cost", unless the loan being applied for is for refinancing the property.

If for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I(we) agree to reimburse the lender for any and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.



WALTER OLSZEWSKI

Credifor: HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)

Program Name: ADVANTAGE 30YR INT ON Interest-Only LIBOR ARM

047-118760-8

ADJUSTABLE RATE MORTGAGE LOAN PROGRAM DISCLOSURE YEAR FIXED, 1 YEAR ADJUSTMENT WITH INTEREST RATE LIMIT (InterestOnly YEARS)

Important Information About the Adjustable Rate Mortgage

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs is available upon request.

HOW YOUR INTEREST RATE AND INITIAL PAYMENT ARE DETERMINED:

Your initial interest rate is not based on the index described below which is used to make later adjustments; your initial interest rate may include a discount or premium based on market conditions at the time the loan is made. Ask the Lender about the current amount of discount or premium.

During the period that you make payments of interest only, your payments will be based on the interest rate and loan balance. For the first
() years of the loan term, interest only payments are required. This means that the regular monthly payment will not reduce the principal balance during the first
() years of your loan.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED:

Beginning in year , the payment will be amortized over the remaining term and applied towards principal and interest. Your payment will then be based on the interest rate, loan balance and remaining loan term. Beginning in year and thereafter, your interest rate will be based on an index rate plus a specified number of percentage points (the "Margin").

The interest rate will be based on the average of interbank offered rates for 1-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal (the "Index"), plus the Margin. Ask the Lender for the current interest rate and Margin. The most recently available Index figure as of the date 45 days before each interest rate change date occurs will be used to calculate changes in the interest rate. Another Index may be substituted if this Index ceases to be publicly announced.

Your interest rate will equal the Index rate plus the Margin rounded to the nearest one-eighth of one percentage point (0.125%) unless your interest rate. "Cap" limits the amount of change in the interest rate. If this resultant interest rate is lower than the previous interest rate, the Lender must reduce the interest rate. If the resultant interest rate is higher, the Lender has the right to increase the interest rate. Although taking such an increase is optional by the Lender, you should be aware that the Lender has this right and may exercise it.

After the first months, your monthly payment is the amount that will be necessary to pay the loan in full by the end of the loan term in substantially equal payments of principal and interest at the interest rate then in effect.

HOW YOUR INTEREST RATE AND MONTHLY PAYMENT CAN CHANGE:

Your interest rate can change on the th month and every 12 months thereafter. The cap on an increase or decrease to your interest rate at the initial adjustment will be set at percentage points. The cap on increases or decreases to your interest rate at each subsequent adjustment will be set at percentage point(s). The cap on increases to your interest rate over the term of the loan will be set at percentage points above the initial interest rate. The interest rate over the term of the loan will never decrease to a rate lower than the Margin. Ask the Lender for the current per adjustment and lifetime interest rate caps.

During the first months, your monthly payment will consist of interest only and will not require any payment of principal.

Your monthly payment can change on the month and every 12 months thereafter based on changes in the interest rate. Your monthly payment can increase or decrease substantially based on changes in the interest rate.

If you make a prepayment of principal during the interest only period, your payment amount for subsequent payments during the interest only period will be reduced to the amount necessary to pay interest at the then current interest rate on the unpaid principal balance of your loan.

After the first months, Lender will recalculate your monthly payment based on an amount necessary to fully repay the unpaid principal balance at the then current interest rate on the maturity date in equal monthly payments.

NOTICE OF INTEREST RATE AND PAYMENT AMOUNT CHANGES:

This discuss is been ded to at

MFCD6193 - 09/2008

- You will be notified in writing at least 25 days but not more than 120 days before the payment adjustment may be made. Your notice will
 contain information about your interest rates, payment amounts, and loan balance.
- For example, on a \$10,000, 30-year loan with an initial interest rate of 0.000% (an index value in effect January 2005, plus the margin, adjusted by the interest rate discount, and rounded to the nearest one-eighth of one percentage point (0.125)), the maximum amount that the interest rate can increase under this program is 6%, or in this example, to 0.000%. The monthly payment can increase from a first-year payment of \$ to a maximum of \$ in the year, assuming the interest rate were to increase as rapidly as possible.
- To see what your payments would be, divide your loan amount by \$10,000; then multiply the monthly payment by that amount. The initial monthly payment for a 30-year mortgage amount of \$60,000 would be: \$60,000 divided by \$10,000 = 6; 6 x \$ = \$ per month for the first months.

auch an offer may only be made pursuant to Minnesota Status Receipt of a copy of this Statement and The Consumer Handbo	ot an offer to enter into an interest rate or discount point agreement. For properties in Minneact tes 47.206, subd. 3 and 4. sok on Adjustable Rate Mortgages is hereby acknowledged.
Borrower - WALTER OLSZEWSKI	Date
Borrower -	Date
Зогтоwer -	Date

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GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Borrower:

WALTER OLŚZEWSKI 104 W LOMA ALTA DRIVE ALTADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number:

760~8

Date: 10/09/2006

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LOAN AMOUNT:	4		\$	576000.00
### TITEMIZATION OF PREPAID FINANCE CHARGES: 809 Broker Fee from HF to Broker to Mortgage Broker 3.25% (P.O.C.) \$18720.00 pd by Lender 810 LENDER LOAN CHARGE TO HFN 811 BROKER PROCESSING FEE 901 Prepaid Interest for (11/01/2006 - 12/01/2006) 1101 Settlement or Closing Fee to CLOSING AGENT FEE		835.00 995.00 946.85 250.00		
TOTAL PREPAID FINANCE CHARGE	4 .		\$	3026.85
AMOUNT FINANCED	§		\$	572973.15
OTHER SETTLEMENT CHARGES:	1			
AMOUNTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR - 1106 Notary Fee to NOTARY FEE 1108 Title Insurance to TITLE 1201 Recording Fee	3	100.00 1680.00 75.00		
TOTAL OTHER SETTLEMENT CHARGES	i		\$	1855.00
LOAN PROCEEDS			\$	571118.15
			100	

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase residential real property and the lender will take a first fien on the property.

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If for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I(we) agree to reimburse the lender for any and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.



WALTER OLSZEWSKI

Date